

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **GROUP14 ENGINEERING, PBC**, a Colorado Public Benefit Corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

W I T N E S S E T H:

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

WHEREAS, the City desires to obtain professional commissioning and quality assurance services; and

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

WHEREAS, Consultant’s proposal was selected for award of the Commissioning and Quality Assurance Services SBE Project (the “**Project**”); and

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

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

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 Airport Infrastructure Management Division. The relevant Senior Vice President (the “**SVP**”) or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

A. Scope of Services. Consultant 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 Consultant, make minor changes, additions, or deletions

to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

i. Consultant 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. Consultant understands and acknowledges that it may be required under a Task Order 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. Consultant 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, Consultant 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, Consultant will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-consultants.

v. Consultant shall organize its Design Deliverables for any method of construction contracting selected by the City. Consultant 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, Consultant shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Consultant’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. Consultant shall be liable to the City for all acts and omissions of Consultant and its employees, subcontractors, agents, and any other party with whom Consultant contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Construction Administration. If Consultant'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. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Consultant shall perform all work under this Agreement in a timely and diligent manner.

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, Consultant must obtain the prior written consent of the CEO. Consultant shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

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

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

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

G. Personnel Assignments.

i. Consultant 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. Consultant and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant 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 Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

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

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of 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 Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Consultant 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 three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for up to

two (2) one (1) year extensions, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Consultant 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. Consultant 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 SVP, Consultant 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 Consultant. 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 Consultant.

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

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

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

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to 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 Consultant the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the 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), Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 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, Consultant shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Consultant breaches this Agreement, Consultant 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 Consultant'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 Consultant under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and Zero Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Consultant 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. Consultant acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement

nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

D. Fee. Initial hourly rates and charges are set forth in *Exhibit B*. The SVP of AIM Development or the designated DEN representative, in his or her sole discretion, may annually adjust the hourly rates on the first day of each calendar year commencing on January 1, 2024 through written approval of a revised Exhibit B applicable to all work performed after. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics or 5% per year.

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

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

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

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

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

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the 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 Consultant's total fees for any of the services provided under this

Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Consultant if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. SBE, WAGES AND PROMPT PAYMENT:

A. Small Business Enterprise.

i. This Agreement is subject to Article VII of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-201 to 28-236 (the “**SBE Ordinance**”), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. The Contractor is a certified Small Business Enterprise (“**SBE**”) and pursuant to § 28-208, D.R.M.C., the Contractor is required to self-perform a minimum of 30% of the contract work.

ii. Under § 28-222, D.R.M.C., the Contractor has an ongoing, affirmative obligation for the duration of this Agreement to comply with the SBE defined selection pool requirements and with the SBE self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting this Agreement through change order, contract amendment, force account, or other modification under § 28-223, D.R.M.C. Contractor acknowledges that:

a. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Contractor’s compliance with the defined selection pool requirements and SBE self-performance requirements.

b. 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 this Agreement, upon any of the bases under § 28-223, 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 to the City. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Contractor at the time of award of this Agreement, shall be promptly submitted to the DSBO.

c. Contractor shall achieve defined selection pool requirements and self-performance requirements with respect to such changed scope of work by performing such work.

d. Contractor shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. The Contractor shall not, during the term of this Agreement:

i. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or

ii. Modify or eliminate all or any portion of the scope of work upon which self-performance is based and the contract was awarded, unless directed by the City.

e. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-229 of the SBE Ordinance.

f. Should any questions arise regarding SBE and DSBO requirements the Contractor should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999.

B. Prompt Pay of SBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-225 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-225 with regard to payments by Consultant to SBE subcontractors. If D.R.M.C. § 28-225 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, 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 Effective Date of this Agreement.

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

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

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

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

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

D. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not

limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

i. The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant'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 Consultant 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 Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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. Consultant 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 Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, employees, or subcontractors. Consultant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Consultant is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, or property of any kind; or (iii) damage, theft, or destruction of an

automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 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, Consultant 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 Consultant or Consultant'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. Consultant's obligation to defend and indemnify the City may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant'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 Consultant is not named as a Defendant.

C. Consultant 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 Consultant under the terms of this indemnification obligation. Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

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 right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

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

B. Assignment. Consultant shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Consultant 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 Consultant hereunder.

C. Compliance with all Laws and Regulations.

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

ii. Consultant 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 LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant 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>.

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

Attn: Celeste Cizik
Group14 Engineering, PBC
1325 E 16TH AVE
Denver, Colorado, 80218-1517

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

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

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

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms

and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Consultant receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

K. Cooperation with Other Contractors.

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

ii. Consultant 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.

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

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

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

O. No Authority to Bind City to Contracts. Consultant has no authority to bind the

City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

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

Q. 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.

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

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

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

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

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

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Consultant 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 Consultant 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 Consultant agrees to be bound by CEO's decision.

11. 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. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the 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. Consultant shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 et seq., and Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Consultant asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement

notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

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

E. Examination of Records and Audits.

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

ii. Additionally, Consultant 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 Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise

related to a federal grant program.

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 Consultant, which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

iv. Consultant has a continuing duty to disclose, in writing, any actual or

potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant 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 Consultant 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.

I. No Employment of a Worker Without Authorization to Perform Work Under the Agreement

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

ii. The Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

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

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to

establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

iii. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

12. SENSITIVE SECURITY INFORMATION:

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

13. DEN SECURITY:

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

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

14. 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, Consultant shall comply with the Standard Federal Assurances identified in Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: EDI Plan
- Exhibit G: Request for Proposals and Consultant's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit F
- Exhibit D
- Exhibit E
- Exhibit G

16. CITY EXECUTION OF AGREEMENT:

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

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Consultant in the manner specified by the City. The Parties agree not to deny the legal effect or

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202262512-00
Contractor Name: GROUP14 ENGINEERING, PBC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

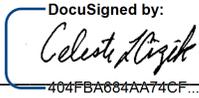
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202262512-00
GROUP14 ENGINEERING, PBC

By:  _____
404FBA684AA74CF...

Name: Celeste Cizik
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

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

EXHIBIT A
SCOPE OF WORK

Consultant shall provide on-call commissioning and quality assurance services on an as-needed basis pursuant to the terms and conditions of this Agreement and related Task Orders. Consultant shall provide such services to evaluate and/or establish compliance with relevant building requirements, including but not limited to, the City and County of Denver's Standard Specifications for Construction General Contract Conditions, Title 17 requirements for quality assurance inspection, as well as International Energy Conservation Code, Denver Mayor's Executive Order 123, and Denver Building Code requirements for commissioning. Each Task Order related to this Project shall contain a scope of work that will dictate the specific commissioning and/or quality assurance services to be provided at that time.

The Scope of Work for this Project includes, but is not limited to, providing personnel that are experienced in both commissioning and quality assurance services that will work on projects through definition, design, construction, close out, and occupancy. This includes but is not limited to providing qualified personnel for commissioning agents, lead inspectors, and inspector personnel.



Exhibit B

Denver International Airport

AIM Development

Professional Services Agreements

Core Staff Rates

Contract Name: Commissioning & Quality Assurance SBE

Contract Number: PLANE-202262512



City and County of Denver

Company Proprietary Information

Release to others outside of Denver International Airport AIM Development Department is prohibited without expressed written permission from the company named above.

Revision June 2021



EXHIBIT B

Prime Consultant	Group14 Engineering, PBC
DEN Contract Number	202262512
DEN Contract Name	Commissioning and Quality Assurance Services
Project Name	
Project Number	
MWBE / SBE Contractual Goal	30%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Constructor	MWBE / SBE Goal %
1	Group14 Engineering, PBC	Prime	50%
2	Civil Technology Inc.	Sub-Contractor	22%
3	LS Gallegos & Associates	Sub-Contractor	6%
4	Shrewsberry	Sub-Contractor	14%
5	Sunland Group	Sub-Contractor	8%
6	Enter Company Name		
7	Enter Company Name		
8	Enter Company Name		
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EXHIBIT B

Prime Consultant	Group14 Engineering, PBC
DEN Contract Number	202262512
DEN Contract Name	Commissioning and Quality Assurance Services
Project Name	0
Project Number	0
MWBE / SBE Contractual Goal	30%

Core Staff Rates

	Company Name	Prime / Sub-Constructor	Name	Position	Fully Burdened Rate
1	Group14 Engineering, PBC	Prime	Celeste Cizik	Contract Manager II	\$0
2	Group14 Engineering, PBC	Prime	Laura Charlier	Principal Project Manager	\$240
3	Group14 Engineering, PBC	Prime	Matt Cooper	Principal Project Manager	\$240
4	Group14 Engineering, PBC	Prime	Michael Levinson	Principal Project Manager	\$240
5	Group14 Engineering, PBC	Prime	Alex Kosis	Engineer VII	\$208
6	Group14 Engineering, PBC	Prime	Nick Buike	Engineer VII	\$208
7	Group14 Engineering, PBC	Prime	Taylor Roberts	Engineer VII	\$208
8	Group14 Engineering, PBC	Prime	Anna McCullough	Engineer VI	\$195
9	Group14 Engineering, PBC	Prime	David Lawry	Engineer VI	\$195
10	Group14 Engineering, PBC	Prime	Scott Tonn	Engineer VI	\$195
11	Group14 Engineering, PBC	Prime	Bryce Buchannan	Engineer V	\$174
12	Group14 Engineering, PBC	Prime	Emily Rader-Neely	Engineer V	\$174
13	Group14 Engineering, PBC	Prime	Erik Swanton	Engineer V	\$174
14	Group14 Engineering, PBC	Prime	Grace Pederson	Engineer V	\$174
15	Group14 Engineering, PBC	Prime	Kate Dumez	Engineer V	\$174
16	Group14 Engineering, PBC	Prime	Laura Dyas	Engineer V	\$174
17	Group14 Engineering, PBC	Prime	Laura Unrein	Engineer V	\$174
18	Group14 Engineering, PBC	Prime	Lauren McNeill	Engineer V	\$174
19	Group14 Engineering, PBC	Prime	Rachelle Macur	Engineer V	\$174
20	Group14 Engineering, PBC	Prime	Annie Kell	Engineer IV	\$159
21	Group14 Engineering, PBC	Prime	Holbrook Phelan	Engineer IV	\$159
22	Group14 Engineering, PBC	Prime	Kori Louvall	Engineer IV	\$159
23	Group14 Engineering, PBC	Prime	Michelle Sadeghy	Engineer IV	\$159
24	Group14 Engineering, PBC	Prime	Sarah Hong	Engineer IV	\$159
25	Group14 Engineering, PBC	Prime	Sonja Simpson	Engineer IV	\$159
26	Group14 Engineering, PBC	Prime	Shelia Gore	Contract Manager II	\$159
27	Group14 Engineering, PBC	Prime	Elizabeth Coleman	Engineer III	\$147
28	Group14 Engineering, PBC	Prime	Farah Wissinger	Engineer III	\$147
29	Group14 Engineering, PBC	Prime	Josh Hathaway	Engineer III	\$147
30	Group14 Engineering, PBC	Prime	Michael Harris	Engineer III	\$147
31	Group14 Engineering, PBC	Prime	Pachia Moua	Engineer III	\$147
32	Group14 Engineering, PBC	Prime	Seth Hodsdon	Engineer III	\$147
33	Group14 Engineering, PBC	Prime	Tom Flanagan	Engineer III	\$147
34	Group14 Engineering, PBC	Prime	Katie Leiker	Engineer II	\$136
35	Group14 Engineering, PBC	Prime	Nicole Ilderton	Engineer II	\$136
36	Group14 Engineering, PBC	Prime	Ryan Mitchell	Engineer II	\$136
37	Group14 Engineering, PBC	Prime	Sade Odumuye	Engineer II	\$136
38	Group14 Engineering, PBC	Prime	Zach Taylor	Engineer II	\$136
39	Group14 Engineering, PBC	Prime	Natalie Weber Buike	Cost Manager II	\$136
40	Group14 Engineering, PBC	Prime	Adrian Odamtten	Engineer I	\$119
41	Group14 Engineering, PBC	Prime	Alec Holmstrom	Engineer I	\$119
42	Group14 Engineering, PBC	Prime	David Diaz	Engineer I	\$119
43	Group14 Engineering, PBC	Prime	Emily Schwartz	Engineer I	\$119
44	Group14 Engineering, PBC	Prime	Imani Garcia	Engineer I	\$119
45	Group14 Engineering, PBC	Prime	Jeremy Nielsen	Engineer I	\$119
46	Group14 Engineering, PBC	Prime	Kayli Skinner	Engineer I	\$119

47	Group14 Engineering, PBC	Prime	Kyle Zimbleman	Engineer I	\$119
48	Group14 Engineering, PBC	Prime	Kristina Johnson	Engineer I	\$119
49	Group14 Engineering, PBC	Prime	Louise Fonda	Engineer I	\$119
50	Group14 Engineering, PBC	Prime	Madi Gore	Engineer I	\$119
51	Group14 Engineering, PBC	Prime	Matthew Williams	Engineer I	\$119
52	Group14 Engineering, PBC	Prime	Nick Engler	Engineer I	\$119
53	Group14 Engineering, PBC	Prime	Sonja Adams	Engineer I	\$119
54	Group14 Engineering, PBC	Prime	Thea Diep Ton	Engineer I	\$119
55	Group14 Engineering, PBC	Prime	Kate Herda	Cost Manager I	\$119
56	Civil Technology Inc.	Sub-Contractor	Abdul Shanwar	Principal Project Manager	\$255
57	Civil Technology Inc.	Sub-Contractor	Alexander Bernier	Project Inspector II	\$121
58	Civil Technology Inc.	Sub-Contractor	Alexander Bernier-OT	Project Inspector II	\$154
59	Civil Technology Inc.	Sub-Contractor	Dale Lancaster	Construction Coordinator	\$137
60	Civil Technology Inc.	Sub-Contractor	Dale Lancaster OT	Construction Coordinator	\$174
61	Civil Technology Inc.	Sub-Contractor	Deodatus Mashitaki	Project Inspector II	\$129
62	Civil Technology Inc.	Sub-Contractor	Deodatus Mashitaki-OT	Project Inspector II	\$164
63	Civil Technology Inc.	Sub-Contractor	Feras Khadhra	Architect III	\$138
64	Civil Technology Inc.	Sub-Contractor	Feras Khadhra-OT	Architect III	\$175
65	Civil Technology Inc.	Sub-Contractor	Hayel Dahleh	Senior Project Inspector	\$137
66	Civil Technology Inc.	Sub-Contractor	Hayel Dahleh-OT	Senior Project Inspector	\$174
67	Civil Technology Inc.	Sub-Contractor	Jon Ely	Project Inspector II	\$136
68	Civil Technology Inc.	Sub-Contractor	Jon Ely-OT	Project Inspector II	\$172
69	Civil Technology Inc.	Sub-Contractor	Khalid Abidi	Senior Project Inspector	\$137
70	Civil Technology Inc.	Sub-Contractor	Khalid Abidi-OT	Senior Project Inspector	\$174
71	Civil Technology Inc.	Sub-Contractor	Mark Percy	Project Manager II	\$197
72	Civil Technology Inc.	Sub-Contractor	Michael Disney	Senior Project Inspector	\$145
73	Civil Technology Inc.	Sub-Contractor	Michael Disney-OT	Senior Project Inspector	\$185
74	Civil Technology Inc.	Sub-Contractor	Michael Geving	Project Inspector II	\$141
75	Civil Technology Inc.	Sub-Contractor	Michael Geving-OT	Project Inspector II	\$179
76	Civil Technology Inc.	Sub-Contractor	Raul Gierbolini	Electrical Inspector	\$130
77	Civil Technology Inc.	Sub-Contractor	Raul Gierbolini-OT	Electrical Inspector	\$164
78	Civil Technology Inc.	Sub-Contractor	Susan Ostergaard	Senior Project Inspector Supervisor	\$147
79	Civil Technology Inc.	Sub-Contractor	Susan Ostergaard-OT	Senior Project Inspector Supervisor	\$186
80	Civil Technology Inc.	Sub-Contractor	Thomas Tanke	Engineer VII	\$205
81	LS Gallegos & Associates	Sub-Contractor	Troy Robinette	Mechanical Inspector	\$94
82	LS Gallegos & Associates	Sub-Contractor	Troy Robinette OT Rate	Mechanical Inspector	\$114
83	LS Gallegos & Associates	Sub-Contractor	Glenn Vital	Senior Project Inspector	\$109
84	LS Gallegos & Associates	Sub-Contractor	Glenn Vital OT Rate	Senior Project Inspector	\$133
85	LS Gallegos & Associates	Sub-Contractor	Craig Courtney	Electrical Inspector	\$97
86	LS Gallegos & Associates	Sub-Contractor	Craig Courtney OT Rate	Electrical Inspector	\$118
87	LS Gallegos & Associates	Sub-Contractor	George Carberry	Senior Project Inspector	\$102
88	LS Gallegos & Associates	Sub-Contractor	George Carberry OT Rate	Senior Project Inspector	\$124
89	Shrewsberry	Sub-Contractor	Arthur Antoine	Senior Project Inspector Supervisor	\$158
90	Shrewsberry	Sub-Contractor	Christina Ashlock	Project Inspector I	\$133
91	Shrewsberry	Sub-Contractor	Christina Ashlock (OT)	Project Inspector I	\$155
92	Shrewsberry	Sub-Contractor	James Corbin	Senior Project Inspector	\$141
93	Shrewsberry	Sub-Contractor	James Corbin (OT)	Senior Project Inspector	\$164
94	Shrewsberry	Sub-Contractor	Victor Macedo	Senior Project Inspector Supervisor	\$213
95	Shrewsberry	Sub-Contractor	Alfonso Vargas	Senior Project Inspector Supervisor	\$175
96	Shrewsberry	Sub-Contractor	Joseph Vigil	Project Inspector II	\$136
97	Shrewsberry	Sub-Contractor	Joseph Vigil (OT)	Project Inspector II	\$159
98	Sunland Group	Sub-Contractor	Keith Usher	Principal Project Manager	\$191
99	Sunland Group	Sub-Contractor	Bob Grubb	Senior Project Inspector	\$123
100	Sunland Group	Sub-Contractor	Bob Grubb (OT)	Senior Project Inspector	\$147
101	Sunland Group	Sub-Contractor	Gordon Rosene	Project Inspector II	\$106
102	Sunland Group	Sub-Contractor	Gordon Rosene (OT)	Project Inspector II	\$127
103	Sunland Group	Sub-Contractor	Harvey Rydell	Project Inspector II	\$106
104	Sunland Group	Sub-Contractor	Harvey Rydell (OT)	Project Inspector II	\$128
105	Sunland Group	Sub-Contractor	Kathleen VanWyk (Meyer)	Project Inspector I	\$92
106	Sunland Group	Sub-Contractor	thleen VanWyk (Meyer) (C	Project Inspector I	\$110
107	Sunland Group	Sub-Contractor	Marcus Carmean	Project Inspector II	\$103
108	Sunland Group	Sub-Contractor	Marcus Carmean (OT)	Project Inspector II	\$123
109	Sunland Group	Sub-Contractor	Mark Smythe	Project Inspector II	\$106
110	Sunland Group	Sub-Contractor	Mark Smythe (OT)	Project Inspector II	\$128
111	Sunland Group	Sub-Contractor	Mike Copeland	Senior Project Inspector	\$112
112	Sunland Group	Sub-Contractor	Mike Copeland (OT)	Senior Project Inspector	\$135
113	Sunland Group	Sub-Contractor	Rex Rice	Senior Project Inspector Supervis	\$129
114	Sunland Group	Sub-Contractor	Rex Rice (OT)	Senior Project Inspector Supervis	\$154



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description	
Project Management	Project Manager I	Level 1, Level 2		Performs professional level project management work on projects from inception to completion by managing and coordinating departmental projects which includes organizing, administering, and monitoring one or more projects.	
	Project Manager II	Level 2, Level 3		Performs professional level project management work on projects from inception to completion by managing and coordinating departmental projects which includes organizing, administering, and monitoring one or more projects.	
	Principal Project Manager	Level 4, Level 5		Performs advanced, specialized professional level project management work on complex, multifaceted regional projects from inception to completion including the management and coordination of projects that have a regional and city-wide impact and requires a strategic understanding of regional and city agencies and systems.	
Quality Assurance	Project Inspector I	Level 1, Level 2		Project Inspector I performs routine to full performance level inspection work on small and medium sized capital improvement projects; overseeing all aspects of construction inspection from pre-construction to project completion to ensure quality control and adherence to contracted project plans and specifications. Type of inspections include: Civil, Electrical, Mechanical, Special Inspections, etc.	
	Project Inspector II	Level 2, Level 3		Project Inspector II performs specialized level inspection work on large and complex capital improvement projects; overseeing all aspects of construction inspection from pre-construction to project completion to ensure quality control and adherence to contracted project plans and specifications. Type of inspections include: Civil, Electrical, Mechanical, Special Inspections, etc.	
	Senior Project Inspector	Level 3, Level 4		Senior Project Inspector performs specialized technical inspection work on large and complex capital improvement projects; overseeing all aspects of construction inspection in a specialty area of construction. Type of inspections include: Civil, Electrical, Mechanical, Special Inspections, etc.	
	Electrical Inspector	Level 2, Level 3, Level 4		Performs inspection on the installation and operations of electrical systems and fire alarms to ensure compliance with related codes	
	Mechanical Inspector	Level 2, Level 3, Level 4		Performs inspection on the installation and operation of boilers, refrigeration, heating, and ventilation systems to ensure compliance of related codes	
	Senior Project Inspector Supervisor	Level 4, Level 5		Project Inspector Supervisor is responsible for the supervision of Project Inspectors engaged in the inspection of capital improvement projects and is a subject matter expert in all forms of construction inspection, quality control, and ensuring projects conform to project plans and specifications.	
	Digital Information System Coordinator	Level 2, Level 3		Coordinate cloud-based electronic field documentation platform	
	Digital Information System Manager	Level 4, Level 5		Manage cloud-based electronic field documentation platform	
	Materials Testing	Materials Tester	Level 2, Level 3		Performs full performance work conducting quality control material testing and analysis of soil, asphalt, aggregate, and concrete in a laboratory and at various job sites to ensure compliance with construction specifications.
		Materials Laboratory Administrator	Level 4, Level 5		Performs supervisory duties over Materials Testers and manages the Materials Testing Laboratory which includes contract administration, ensuring proper testing procedures, and compliance with applicable standards and specifications.
Engineering/Architecture	Engineer I			Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.	
	Engineer II			Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree.	
	Engineer III			Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for training/development. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.	
	Engineer IV			Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.	
	Engineer V			Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree.	
	Engineer VI			Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves explanation of subjects, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity.	
	Engineer VII			Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required, or an MS degree.	
Engineer VIII			Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification. Minimum of 5-years at preceding level required, or an MS degree.		
Engineer IX			Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.		
Engineer Technician I			Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.		
Engineer Technician II			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.		
Engineer Technician III			Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.		



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Engineer Technician IV			Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
	Instrument Technician			Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotopo, and tellurimeter.
	Engineer/Architect Specialist	Level 3		Performs specialized and advance engineering or architectural work involving project management on the most complex citywide projects.
	Engineer/Architect Supervisor	Level 4, Level 5		Performs supervisory work over professional engineers or architects, and develops, implements, and evaluates engineering plans, work processes, systems, and procedures to achieve annual goals and objectives, and makes budgetary and resource allocation decisions
Administrative Support	Administrative Support Assistant I	Level 1		Performs a variety of entry level office support work
	Administrative Support Assistant II	Level 2		Performs a variety of standard/intermediate performance level office support work.
	Administrative Support Assistant III	Level 3		Performs a variety of full performance level office support work.
	Administrative Support Assistant IV	Level 4		Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area.
Scheduling	Scheduler I	Level 1	Junior scheduler	Set up baseline schedules, progress updates against baseline, reporting support
	Scheduler II	Level 2	Mid-Level Scheduler	
	Scheduler III	Level 3	Senior Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
	Scheduler Manager	Level 4	Team Lead	
Cost Management	Cost Engineer	Level 1	Junior Cost Engineer	Update cost reports, provide PM support
	Cost Manager I	Level 2	Mid-Level Cost Manager	
	Cost Manager II	Level 3	Senior Cost Manager	Set up budgets, assess performance against that baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN
	Cost Manager III	Level 4	Team Lead Cost Management	
Risk Management	Risk Manager I	2 years	Junior Risk Engineer	
	Risk Manager II	2-5 years	Mid-Level Risk Manager	Update project risk registers, monitor contingency draw down on project and portfolio level
	Risk Manager III	5-10 Years	Senior Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio
	Risk Manager IV	10 - 20 Years or more	Team Lead Risk Management	
Document Management	Document Controller I	2 years	Junior Document Controller	
	Document Controller II	2-5 years	Mid-Level Document Controller	Provide document management services in line with DEN's processes
	Document Manager I	5-10 Years	Senior Document Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems
	Document Manager II	10 - 20 Years or more	Team Lead for Document Management	
Project Controls / Reporting	Project Controls Engineer I	2 years	Junior Project Controls Engineer	
	Project Controls Engineer II	2-5 years	Mid-Level Project Controls Engineer	Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team
	Project Controls Manager I	5-10 Years	Senior Project Controls Manager	Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN's CIP portfolio; performance meeting preparation
	Project Controls Manager II	10 - 20 Years or more	Team Lead for Project Controls	
Contract Management	Contract Administrator I	2 years	Junior Contract Administrator	
	Contract Administrator II	2-5 years	Mid-Level Contract Administrator	Change order management compliance with contracts
	Contract Manager I	5-10 Years	Senior Contract Manager	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
	Contract Manager II	10 - 20 Years or more	Team Lead Contract Management	
Estimating	Estimator I Civil	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Civil	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Civil	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Civil	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Structural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Structural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Structural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Structural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Architectural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Architectural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Architectural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Architectural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Electrical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Electrical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Electrical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Electrical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Mechanical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Mechanical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Mechanical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Mechanical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Plumbing	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Plumbing	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Plumbing	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Plumbing	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Comms / IT	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Comms / IT	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Comms / IT	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Comms / IT	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Security	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Security	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Security	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Security	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
Unifier Support	Technical Support I	2 years	Junior Technical Support Unifier	Unifier Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support Unifier	Unifier Certification Required
	Technical Support III	5-10 Years	Senior Technical Support Unifier	Unifier Certification Required
Unifier Development	Unifier Systems Developer I	2 years	Junior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer II	2-5 years	Mid-Level Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer III	5-10 Years or more	Senior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
Primavera P6 Support	Technical Support I	2 years	Junior Technical Support P6	Primavera P6 Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support P6	Primavera P6 Certification Required
	Technical Support III	5-10 Years	Senior Technical Support P6	Primavera P6 Certification Required
Analytics Development	Data Architect I	2 years	Junior Data Architect	Data Model, Data Mapping
	Data Architect II	2-5 years	Mid-Level Data Architect	Data Model, Data Mapping
	Data Architect III	5-10 Years	Senior Data Architect	Data Model, Data Mapping
	Data Architect IV	10 Years or more	Team Lead Data Architect	Data Model, Data Mapping
	Data Analyst I	2 years	Junior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst II	2-5 years	Mid-Level Data Analyst	Dashboard Development, Systems Integration
	Data Analyst III	5-10 Years	Senior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst IV	10 Years or more	Team Lead Data Analysts	Dashboard Development, Systems Integration



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Architectural Design	Architect I	Level 1		Entry level of professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education and experience. Works under close supervision; receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, prepares architectural plans/renderings, and inspects architectural features of structures in field.
	Architect II	Level 2		Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited judgment is required on work details when making preliminary selections and adaptations of alternatives. Assignments may include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree. Supervisor screens assignments for unusual or difficult problems and selects techniques/procedures for non-routine work. Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more experienced architects using prescribed methods.
	Architect III	Level 2		Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for minor adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Minimum of 1-year at preceding level required. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of individual revenue-producing projects.
	Architect IV	Level 3		Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Independently solves problems encountered. Minimum of 2-years at preceding level required. Registration as a licensed architect is required. Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few architects or technicians on assigned work.
	Architect V			Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individual's field. Registration as a licensed architect is required. Supervision and guidance mainly concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction. Typical duties/responsibilities include one or more of following: 1) supervises, coordinates, and reviews work of small staff of architects and technicians, 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures. Minimum of 4-years at preceding level required.
Architectural Design	Architect VI	Level 4		Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains liaison with individuals and units in or outside firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with assignments based on broad, general objectives and limits. Typical duties/responsibilities include one or more of following: 1) plans, organizes, and supervises work of staff of architects and technicians (approx. 10-20 individuals), 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity. Minimum of 4-years at preceding level required.
	Architect VII	Level 4		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual demonstrates creativity, foresight, and maturity in architectural judgment when anticipating and solving unprecedented architectural complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architect is required. Typical duties and responsibilities include one or more of following: 1) planning, organizing, and supervising work of large staff of architects and technicians (greater than 20 individuals), 2) As individual researcher or consultant, is recognized leader/authority in firm concerning broad area of specialization or narrow but highly specialized field. Minimum of 4-years at preceding level required.
	Architect VIII	Level 5		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licensed architect is required. Receives general administrative direction. Responsible for one or more diverse and large-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification. Minimum of 4-years at preceding level required.
Surveying	Chain/Rod Technician			Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
	Land Surveyor			Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
	Party Chief			Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
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.
	Construction Coordinator			Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
	Construction Manager			Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Construction Representative			Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
	Field Engineer			Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
	Field Superintendent			Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience.
	Materials Manager			Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
	Resident Construction Manager 1			Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications.
	Resident Construction Manager 2			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.
Resident Engineer			Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications which may include final payment.	



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Senior Construction Manager			Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Senior Construction Representative			This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent.
Interior Design	Interior Design Apprentice			Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
	Interior Designer I			Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
	Interior Designer II			Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems.
	Interior Designer III			Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects.
	Interior Designer IV			Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size.
	Interior Designer V			Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
	Interior Designer VI			Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
Auditing	Internal Auditor			Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
	Job Captain			Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
	Laboratory Technician 1			Entry-level laboratory services where work is closely supervised and in accordance with well defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures.
	Laboratory Technician 2			Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests, may prepare test specimens, sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4			Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. May be assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
	Laboratory Technician 5			Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6			Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.
Landscaping	Landscape Architect I (Entry Level)			Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I for comparable scope of work)
	Landscape Architect II			Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to high-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and recommendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.
	Landscape Architect III			Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
	Manager of Landscape Architecture			Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.
	Project Accountant			Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed in accordance with company policy, accounting principles, and contractual obligations. Coordinates the project accounting system within the company and works with technical staff to ensure compliance with contractual requirements. May supervise the activities of various accounting clerks and be responsible for the preparation of periodic reports for management. Normally requires a degree in accounting with at least 2 years of experience or equivalent training and experience.
	Project Manager			Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management.
	Senior Landscape Architect			Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5 years' or more applicable experience. Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
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.
	Scientist 1			Entry level professional requiring Bachelor's Degree in Science and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision, receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks, which provide experience and familiarity with scientific staff, methods, practices, and programs. Usually assumes no responsibility for direction of others, except for possible assistance in collection data.
Specialist Services	Scientist 2			Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an MS Degree.
	Scientist 3			Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and be assisted by lower-level scientists.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Scientist 4			<p>Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforeseen or novel complexities, and b) ability to apply analytical solutions to wide variety of problems and assimilate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Generally requires 1 to 2 years Scientist 3 or related experience. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise small staff of scientists and technicians on project basis.</p>
	Scientist 5			<p>Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks. Requires sufficient breadth of knowledge and Scientist 4 work experience to have achieved a position of identifiable expertise within organization. Professional certification may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor or specialized outside-authority concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) In supervisory capacity, plans, organizes, and directs assigned project programs. Independently defines scope and critical elements of projects and selects steps to be taken. Supervises small staff (2-5) of Scientists 1-4 and technicians on project basis; 2) As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedures.</p>



EXHIBIT B

Level Name	Level Description
Level 1, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques, approaches, and procedures and the nature of engineering systems, equipment, etc., applicable to assignments. Requires engineering degree and 0 to 1 year's experience or the equivalent experience.
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 direction to a few support personnel. Requires engineering degree plus 2 to 3 years' engineering or equivalent experience.
Level 3, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or adoption of standard techniques or methods. May provide technical direction to a small group of professionals and/or support personnel. Requires engineering degree plus 4 to 6 years' engineering experience or the equivalent.
Level 4, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering degree plus 7 to 9 years' experience or the equivalent.
Level 5, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is responsible for the scheduling, budgeting, and quality of projects within assigned discipline and scope of work. Requires engineering degree plus 10 or more years' related experience or the equivalent.

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: janet.bressler@flydenver.com

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

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:

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 per project aggregate must be maintained.

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

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.

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. 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 Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. 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.
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 \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the 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.
4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Cyber Liability:**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
6. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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.

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, 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.

H. 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.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of 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.

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.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
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.

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to 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. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 TYPICAL PROJECT SCOPE

1.2.1 The Airport maintains on-call professional services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design phase services may include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.

1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.

1.2.3 As more specifically specified in its terms, a Task Order requires the Consultant to perform all of the work associated with certain work, such as review of construction documents, commissioning, quality assurance inspection; and task administration for any and all professional services as requested by the Senior Vice President of Airport Infrastructure Management Development (SVP of AIM DEV) or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

2.1.1 The Consultant, as deemed necessary by the SVP of AIM DEV or the designated DEN representative, will be required to provide special inspection services for specific task scopes of work. The Consultant's specific scope of work requirements are detailed in, and its activities will comply with, the Agreement, the task Request for Proposal (RFP) scope of services, and this Exhibit for the duration of the Agreement.



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- 2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:
 - 2.1.2.1 Task administration
 - 2.1.2.2 Special Inspection programming
 - 2.1.2.3 Task and Agreement closeout services

2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each project specific Task Order. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

2.3 CONSULTANT TASK ORDER FEE PROPOSAL

- 2.3.1 Unless specifically identified by the DEN Project Manager, the Consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
 - 2.3.1.1 A narrative of the understanding of the requested Task Order including all assumptions, project management plan, staff assignments, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
 - 2.3.1.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and individual staff hours necessary to complete the Task Order scope of work.
 - 2.3.1.3 A schedule identifying all phases of scope of work with DEN review durations.
 - 2.3.1.4 Identification of a time and materials not to exceed fee.
- 2.3.2 The Consultant will not begin work on any Task Order scope of work without having received a fully executed Task Order and an On-Call Task Order Notice to Proceed (NTP) through the Primavera Unifier system. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the Task Order.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the PPM must be a licensed architect or registered professional engineer in the State of Colorado. The PPM will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the



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direction of the SVP of AIM DEV or the designated DEN representative. This PPM will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the DEN Contract Manager and a formal written request is submitted which requests the removal of the PPM.

- 2.4.2 Should the DEN Contract Manager request the removal of the PPM, the Consultant will replace that PPM with a person of similar or equal experience and qualifications. The replacement PPM is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may submit, and the DEN Contract Manager will consider a request for reassignment of PPM, should the Consultant deem it to be in the best interest of the Consultant's organization or for that PPM's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.4 If the DEN Contract Manager allows the removal of the PPM, the replacement PPM must have similar or equal experience and qualifications to that of the original PPM. The replacement PPM's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative.

2.5 STAFF BILLING RATES

- 2.5.1 All consultant and Subconsultant staff proposed on task orders shall have billing rates identified in Exhibit B. The Consultant shall identify normal duty billing rates, overtime duty billing rates, and/or office billing rates as applicable per task order scope of work.
- 2.5.2 Overtime rates shall be calculated at base unburdened rates times 1.5 times a reduced overhead multiplier that excludes fringe benefits.
- 2.5.3 The allowable mark-up for subconsultants is 5 percent.
- 2.5.4 The allowable mark-up for expenses is 5 percent.
- 2.5.5 The allowable billing rate annual escalation per position or staff member shall be as provided in the Contract document Section 5.D, subject to the procedures provided here. Consultant shall submit proposed revisions to Exhibit B 30 days before the proposed effective date of the new Exhibit B rates.

2.6 DILIGENCE

- 2.6.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM DEV or the designated DEN representative.
- 2.6.2 The Consultant will submit their Quality Control (QC) plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.7 COOPERATION



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- 2.7.1 The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work.

3 MISCELLANEOUS REQUIREMENTS

3.1 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Transportation Security Administration (TSA) rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Services Authorization as an electronic mail from Primavera Unifier. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 4.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants. The cost for training will be included in the Consultant's multiplier.
- 4.1.3 Staffing Plan and Staffing Schedules: Immediately following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in EXHIBIT SCOPE OF WORK.

4.2 ADDITIONAL SERVICES

- 4.2.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 4.2.2 Immediate changes to the scope of work initiated by the DEN Project Manager may alternatively be issued to the Consultant via a Change Directive issued as an electronic mail from Primavera Unifier. Upon receipt of the Change Directive, the Consultant will immediately proceed with the



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revised scope of work identified in the Change Order and document all work completed on an hourly basis. Total work will not exceed the amount defined in the Change order.

- 4.2.3 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or Unifier process or duration as defined in writing by the DEN Project Manager, the Consultant will provide a hourly not to exceed fee proposal that includes the following:
- 4.2.3.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- 4.2.3.2 A completed Task Order Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
- 4.2.3.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 4.2.4 Additional Services Authorization: Approval of the Consultant’s proposal will be through an executed Additional Services Authorization issued as an electronic mail from Primavera Unifier. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 4.3.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

5 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-F	Task Order Fee Proposal – Professional Services
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT



EXHIBIT E

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL



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1 INTRODUCTION

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

2 WORK SCHEDULE

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

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order. Changes to the Task Order Scope of



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- work and the Task Order not to exceed amounts can only be made through the DEN Task Order amendment process, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order. Work and expenses outside of the approved Task Order Scope of Work and invoices that exceed the Task Order not to exceed amount will be considered unauthorized and no compensation by DEN to the Consultant will be made for that work or expense.
- 3.2 Draft invoices shall be submitted to the DEN Contract Manager via Unifier in the same format as that described in the final invoice requirements below. The DEN Contract Manager will review the invoice and components with appropriate DEN parties and return the draft invoice to the consultant within ten (10) days. The Consultant shall not submit a final invoice without draft approval.
- 3.3 All final invoices must be submitted electronically in PDF format to: ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.
- 3.3.1 Invoices must be submitted with:
- 3.3.1.1 Company name
 - 3.3.1.2 Contract number
 - 3.3.1.3 Project name/task order number/PO Number
 - 3.3.1.4 Invoice date
 - 3.3.1.5 Invoice billing period
 - 3.3.1.6 All backup documentation/receipts for work performed during the period
- 3.3.2 Each invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice Consultant shall comply with all requirements of this Agreement and:
- 3.3.2.1 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
 - 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
 - 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.



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- 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
 - 3.3.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.3.2.7 Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
 - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the Director or his/her authorized representative.
- 3.4 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Contract Administrator, DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 3.5 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.
- 3.6 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 3.7 The DEN Project Manager and the DEN Contract Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Contract Manager and/or DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.8 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.8.2 Signed subconsultant agreement(s)
 - 3.8.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)



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- 3.8.4 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 3.9 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 4.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 4.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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



6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 6.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 6.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 6.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 6.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 6.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 6.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 6.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 6.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
 - 6.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
 - 6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 6.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.



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COMMISSIONING AND QUALITY ASSURANCE SERVICES

7 EXPENSES

- 7.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 7.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 7.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.



AIM DEVELOPMENT

COMMISSIONING AND QUALITY ASSURANCE SERVICES

- 7.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 7.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 7.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 7.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 7.12 Project Field Supplies, Equipment and Vehicles: these items are limited to : engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 7.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, renewal of licenses/certifications, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 7.14.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 8.1 DEN Project Manager Discretion



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- 8.1.1 All requirements in this section may be modified by the Senior Vice President of AIM Development or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 8.2 Prior To Commencement of work – Submittals Required
 - 8.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant’s core staff rates and calculated Labor Rates and Classifications (see form CM-81).
 - 8.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee’s signature.
 - 8.2.3 Work Schedule.
- 8.3 Monthly Submittals
 - 8.3.1 The Consultant shall submit the Monthly Progress Report.
 - 8.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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



AIM DEVELOPMENT
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10 REFERENCED FORMS

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

END OF EXHIBIT

EXHIBIT F

EDI PLAN

TAB 2. EQUITY, DIVERSITY, AND INCLUSION (EDI) PLAN



2

EQUITY, DIVERSITY, AND INCLUSION (EDI) PLAN

Diversity, equity, and inclusion are foundational principles, central to the fulfillment of Group14’s mission and vision. Group14 Engineering is a certified small business enterprise (SBE), Women’s Business Enterprise (WBE), and disadvantaged business enterprise (DBE) with the City and County of Denver.

Group14 is committed to justice, equity, diversity, and inclusion in our culture, our community, and our workplace. To that end, we have a staff-led Justice, Equity, Diversity and Inclusion (“JEDI”) committee, which guides the firm’s efforts to apply these core principles throughout our corporate decision-making.

A. Equity, Diversity, and Inclusion Strategies

As an SBE, we understand the value of providing opportunities for small, diverse, and historically disadvantaged businesses. Our role as sub-contractor on DEN projects is as often as the WBE representative. For this pursuit, we have utilized our role as the prime consultant to recruit and utilize SBEs/MWBEs/DBEs as key partners. This included bringing on Shrewsberry (SBE/MWBE/DBE/ESB), Sunland Group (SBE/MWBE/DBE), CTI, (SBE/MWBE/DBE/ESB/ACDBE), and LSG (SBE). Finally, we are committed to implementing various strategies to increase partnerships with SBE businesses, including maintaining a list of qualified firms in our project management software and setting our own internal supplier diversity goals.

B. Technical Assistance & Support Services

Prompt Payment: As a small business, Group14 understands that one of the biggest challenges that disproportionately affects small and disadvantaged businesses is cash flow. To address this, we have a policy of prompt payment. Throughout the project, our Project Manager keeps in close contact with subcontractors to ensure all required documentation is submitted in a timely fashion, so they are paid as soon as possible after invoicing.

Mentoring: As a SBE and a MWBE we have invested in cooperative programs that encourage diversity. This includes partnerships with local colleges and universities to encourage underrepresented students to pursue engineering careers. Many of our staff members are involved in organizations like the Louis Stokes Alliance for Minority Participation (LSAMP), a program that aims to support inclusion and diversity in STEM. Through the Denver Scholarship Foundation (DSF), Group14 has an annual scholarship for minority students pursuing degrees in engineering. In addition to the financial support, we offer participating students an opportunity to intern at Group14.



C. Procurement Process

As a small business ourselves, we're in a unique position to understand the barriers that similar firms face in taking advantage of procurement and contracting opportunities. When we are the prime consultant, we attend events and pre-bids looking to build relationships with other SBE firms. As the pursuit becomes more defined, we will reach out to qualified firms. We use resources like the Colorado Office of Economic Development and International Trade's Minority Business Office Business Directory to assist with identifying diverse businesses that are registered as SBE, MWBE, DBE, and EBEs.

D. Communication and Vendor Management

We use the same strategy for project management and communication with SBE subcontractors as we do with non-SBE subcontractors. This includes

Clear Communication & Expectations: We make sure vendors understand project expectations for reporting and communicating with Group14, including how to provide monthly reports, invoices, and data. This includes not just what information is expected but also when and how to provide it.

Technology: When working with other subcontractors, we coordinate with the client and the entire project team to determine which tools and platforms will be used to coordinate the work.

Management and Transparency: We also know an effective project manager is an essential component to subcontractor success and our project management process involves communication, monitoring, and feedback. Finally, we believe inclusive teams are characterized by open communication, transparent decision making, and creativity which is the core of our process when working with both our clients and subcontractors.

E. Past Performance

Group14 promotes equity, diversity, and inclusion both internally and externally in variety of ways, including:

Racial Justice Programs: Group14's staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, was formally established in 2020 to provide a focused effort towards addressing racial justice. The committee guides the firm's efforts to apply diversity as a core principle throughout our corporate culture. It's also the committee's responsibility to research and delegate JEDI-focused charitable giving allocations to support non-profit organizations devoted to racial equity. In 2021, Group14 supported the following programs:

- Colorado Criminal Justice Reform Coalition (CCJRC): CCJRC is a non-profit whose mission is to eliminate the overuse of the criminal justice system and advance community health and safety.
- The Black Resilience in Colorado (BRIC) Grants: This program directs resources to address systemic racism and its impact on Black communities across the seven-county Metro Denver region.
- LSAMP-Metro Denver STEM Alliance: This organization serves underrepresented minority students interested in STEM fields through advising, mentorship, campus resources, college and industry visits, research opportunities, and internships.

Scholarships/Mentorship: We work with organizations like the Denver Scholarship Fund (DSF) to provide industry exposure and mentorships to minority students. Group14 has partnered with DSF since 2019 to help minority and women Denver Public Schools graduates seeking degrees in engineering and/or environmental sciences through an annual scholarship of \$10,000. Some of the scholars have had summer internships with us as well.

Memberships and Certifications: To demonstrate our commitment to social justice and equity issues, Group14 is a JUST labeled organization. **Just.** is a detailed framework for organizations to evaluate themselves in areas of diversity & inclusion, equity, employee health, employee benefits, stewardship, and local sourcing/purchasing.



Group14 is proud to be a Certified B Corporation. This prestigious designation is awarded to companies that use the power of business to solve social and environmental problems. BCorps must meet high standards of social performance, transparency and accountability. Our firm is a member of B:Civic Colorado, a force of local business leaders who are “passionate about giving back” to the community. In 2021, we were named a Civic 50 Colorado, which recognized Group14 as one of the most community-minded companies in Colorado– determined by an independently administered and scored survey.

Promoting the Growth & Success of SBE Businesses: We make good faith efforts to utilize SBE vendors whenever possible. For example, our promotional apparel vendor is DK Promotions Colorado, a minority-owned, DBE. We also use Digital Frontier, an SBE/WBE, for all our printed marketing collateral.

F. Proposer’s Culture

EDI is a central tenet of our business and is demonstrated by the following:

Charitable Giving: Group14 recognizes that our firm can achieve a positive social impact through the strategic and generous use of finances. As a direct demonstration of this we give at least 1% of our annual net revenue to charity. Our guiding principles for company-directed giving are outline by the following criteria and goals:

- Reduce impact on environment and support Group14’s mission.
- Address Justice, Equity, Diversity, and Inclusion with emphasis on developing a more diverse workforce within the building sustainability and energy fields.
- Provide a local impact with a focus on Colorado and preference for Denver organizations who support low-income people and improve our community.



Above: Group14 staff volunteering at Delores Project, where we have a standing, monthly commitment to prepare meals.

Volunteerism & Community Involvement:

Group14 impacts positive social change in our community through volunteering, covering 16 hours of paid time each year for employees to dedicate to a cause of their choice. Our team is also heavily involved with the Delores Project, a Denver organization which provides shelter and services for women and transgender individuals experience homelessness. As a company, Group14 prepares a monthly meal which provides an easily accessible volunteer opportunity for employees.

Education and Training: Our JEDI committee organizes regular trainings around structural racism, unconscious bias and other equity issues. In the last year, we've held trainings on the following topics: Preventing Discrimination and Sexual Harassment, Gender Identity, the Impact of Unconscious Bias, Multi-Generational Workforce & Ageism, Cross Cultural Awareness, and Microaggressions.

Hiring Practices: Group14 has a goal of recruiting and retaining a diverse workforce. Steps we've taken so far to achieve this include: Identifying recruitment resources and development of an unconscious bias resume rubric. Group14 also established a similar rubric for the interview process to ensure unconscious biases are eliminated from the interviewing process, and whenever possible involving a member of the JEDI team in the candidate selection process. Upon final resume and interview rubric scoring, the best candidate is offered a position.

Subconsultant Partnerships: As noted in Section E, we utilize certified SBEs for a variety of business needs. We also partner regularly with firms like Workshop8, a local SBE and MWBE, on affordable housing projects.

G. Future Initiatives

Below is a roadmap of work we hope to accomplish over the next five years, with one effort recently accomplished (although we're still working on materials associated with finalizing this initiative).

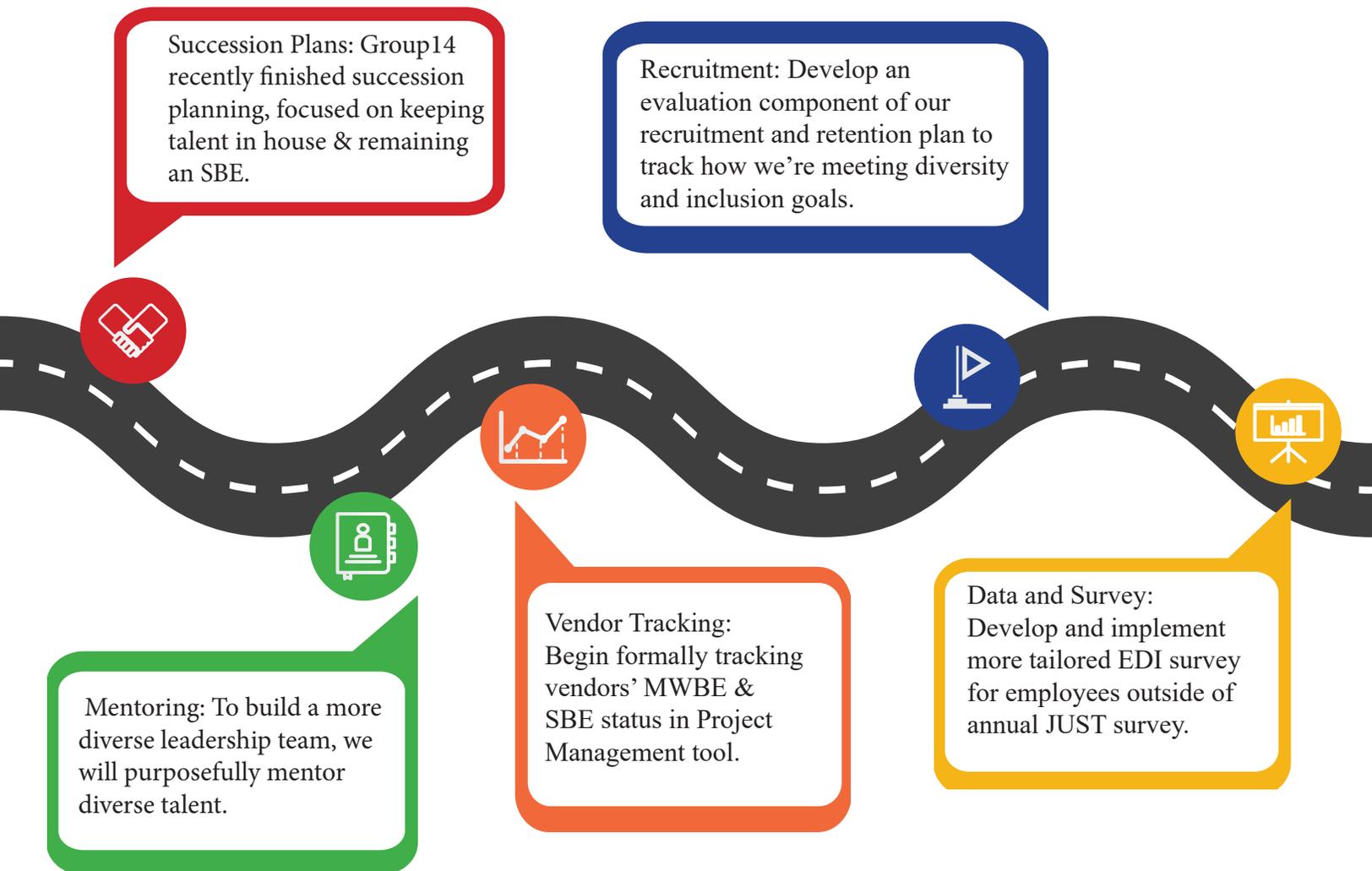


EXHIBIT G

Request for Proposals and Consultant's Response to Request for Proposals



REQUEST FOR PROPOSALS

COMMISSIONING AND QUALITY ASSURANCE SERVICES - SBE

NO. 202262512

April 22, 2022

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA):
 E-Mail:

Diane Folken
contract.procurement@flydenver.com

Request for Proposals # **202262512**

PROPOSALS MUST BE RECEIVED BY: Friday, May 20, 2022, by 2:00PM Denver Local Time

UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

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

Event	Date
RFP Advertisement	Friday, April 22, 2022
Optional Pre-Proposal Conference	April 29, 2022, at 2:00PM Denver Local Time
Last Date to Submit Written Questions	May 6, 2022, by 2:00PM Denver Local Time
Proposal Due Date	May 20, 2022, by 2:00PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

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

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzgwMjZiMzYtNjU3MC00MDkxLWE4MmQtOTI5YzhiMzhhMmly%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-eb7817ad70d%22%2c%22Oid%22%3a%2281bb498f-79df-41df-a879-d0ad8ba47cd0%22%2c%22IsBroadcastMeeting%22%3a%22true%7d%22%7d&btype=a&role=a

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.** Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

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

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

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

Vendor EBS Guide:

http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs:

<http://faq.bidnetdirect.com/electronic-bid-submission/>

BidNet Vendor Training Video Link:

<https://bidnetdirect.webex.com/bidnetdirect/lsr.php?RCID=921c686e667f4017a58858e957e03eff>

Small Business Enterprise (SBE) Defined Pool Requirements

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), states the Director of the Division of Small Business Opportunity has the authority to utilize the SBE defined pool program for designated contracts for services by the City and County of Denver. The Director has designated this solicitation as a small business defined pool procurement in accordance with the SBE Ordinance requirements. Award will be strictly limited to City and County of Denver Small Business Enterprise (SBE) Firms currently certified in accordance with Section 28-205, D.R.M.C. certified within the selection pool. The SBE contractor/consultant minimum self-performance requirement is 30%.

General Statement of Work

This request is for a competitive procurement to establish a task based SBE Commissioning and Quality Assurance Services contract at Denver International Airport (DEN). This contract budget was established based on providing an overall capacity that could be executed by known Small Business Enterprise (SBE) entities in the region that perform these services. The successful proposer will provide commissioning and quality assurance services for use on airport facility and system projects on an as-needed task order basis to comply with the City and County of Denver's Standard Specifications for Construction General Contract Conditions, Title 17 requirements for quality assurance inspection, as well as International Energy Conservation Code, Denver Mayor's Executive Order 123, and Denver Building Code requirements for commissioning. Tasks may include Leadership in Energy and Environmental Design (LEED) certified projects and may be associated with the Rolling Owner Controlled Insurance Program (ROCIP). The successful proposer will need to demonstrate the ability to provide personnel that experienced in both Commissioning and Quality Assurance services that will work on projects through definition, design, construction, close out, and occupancy. This includes but is not limited to providing qualified personnel for commissioning agents, lead inspectors, and inspector personnel.

PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission.

The documents listed below are required:

- Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV

- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Form W-9
 - Certificate of Good Standing

- DSBO Forms
 - Commitment to SBE Participation
 - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
 - SBE Equity, Diversity, and Inclusion Plan (SBE EDI Plan)

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

- Financial Forms (From primes only, financial forms from subs are not required)
Submit as separate electronic files from the proposal
 - Exhibit B

REQUEST FOR PROPOSAL

NO. 202262512

COMMISSIONING & QUALITY ASSURANCE SERVICES -SBE

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about October of 2022, and has a scheduled duration of approximately three years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

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

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

The Scope of Work which applies to this contract is contained in the pages immediately following this page.

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



Scope of Work



1 INTRODUCTION

The mission of the Airport Infrastructure Management Development (AIM DEV) division of Denver International Airport (DEN) is to Define, Design and Build all the infrastructure and facility developments and maintenance projects at DEN. To achieve that objective AIM DEV enhances its core staff through the engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for achieving the best design to produce the safest, best quality, schedule, and budget framework possible. The purpose of the Commissioning and Quality Assurance (QA) Team is to provide observation and documentation services that a building's systems design, installation, calibration, and performance meets Denver's project requirements, and fulfill the minimum requirements of the City & County of Denver Standard Specifications for Construction General Contract Conditions, Title 17 - Inspection and Defects. The contract encompasses, but is not limited to, task-based staff support for commissioning of electrical, life safety, mechanical, and special systems on DEN facility projects. Commissioning services include observation, testing, and documentation throughout all phases of a project. QA Services include observing and documenting contractor compliance with the project Contract Documents, shop drawings, submittals and other documents defined in each project task order. QA services do not manage the Construction Contractor's Quality Control program or steps.

2 CONTRACT REQUIREMENTS

2.1 GENERAL

- 2.1.1 The Consultant, as deemed necessary by the Senior Vice President of AIM DEV, will provide various professional, technical and support staff to provide project-specific services required for projects managed within AIM DEV's groups. Under this contract these project-specific duties shall include commissioning and quality assurance services, as well as other duties as requested.
- 2.1.2 It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.
- 2.1.3 Consultant-provided staff will be part of integrated teams consisting of City and County of Denver (CCD) employees and other consultants. They will follow established lines of authority and standard communication procedures to ensure that all measurable requirements for a project have been met and projects are successfully completed.

3 PROJECT SERVICES

3.1 PROJECT STAFFING PROCESS

- 3.1.1 All staff will be requested, assigned, and invoiced on a per project task order basis. Project task orders are developed as not-to-exceed (NTE) sums and are invoiced on time and materials (T&M). See Exhibit D for the task RFP, task proposal, and task



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execution process.

- 3.1.2 The Consultant shall maintain and provide an electronic cost loaded staff utilization plan demonstrating Commissioning and Quality Assurance project assignments, normal hours of work (e.g.: day shift, night shift, etc.), and burn-rates weekly to the Senior Vice President and/or an appointee. Web-based dashboards/reports are preferred.
- 3.1.3 No work shall be performed under any task order without a signed and dated Notice to Proceed (NTP) by the Senior Vice President and/or an appointee.
- 3.1.4 All work associated with development of task order proposals shall be included in the Consultant's multiplier.

3.2 DEFINE PHASE

- 3.2.1 When a project need has been identified by DEN, it is assigned to a DEN Project Manager and the Project Define Phase is initiated. During this phase the DEN Project Manager meets with the Project Sponsor to further refine and quantify the project need. Alternatives may be reviewed; cost estimates and schedules are prepared. The project request is then presented to the AIM DEV Leadership Team for approval to be incorporated into the Capital Improvement Program or O&M Program. During this phase, the Consultant may be requested to provide design intent review, develop documentation to be included in the Owner's Project Requirements (OPR), participate in define phase strategy and development meetings/charrettes, or develop preliminary commissioning plans. The DEN Commissioning Program Manager will review the proposal and negotiate NTE amounts for the work. The consultant may be asked to inspect existing facilities to assist a DEN Project Manager in defining the scope of work for a future project. Studies and testing may be required to determine the extent of work needed. The Consultant may also be tasked to perform these tests or studies. The Consultant shall prepare a proposal to perform a given study or to perform special testing. DEN will review the proposal and negotiate dollar amounts for this work.

3.3 DESIGN PHASE

- 3.3.1 During the design phase AIM DEV manages the necessary architectural and engineering consultant contracts to produce construction documents necessary for projects.
- 3.3.2 Services required by the Consultant's personnel during design may include, but are not limited to:
 - 3.3.2.1 Contract Preparation – Assist Project Managers with the review of complete construction documents including plans and specifications.
 - 3.3.2.2 Commissioning and integration meetings – Assist Project Managers with scheduling, leading and documenting commissioning and systems integration meetings as appropriate for projects with relevant DEN stakeholders, design team, and other impacted parties.
 - 3.3.2.3 Commissioning Specifications – Review project specifications developed by



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- the design team and develop specification content for commissioning activities and contractor requirements for commissioning.
- 3.3.2.4 Monitoring-Based Commissioning (MBCx) – Develop a plan for execution of MBCx for the project, including integration with existing DEN MBCx platforms where appropriate.
 - 3.3.2.5 Site Investigation and Escorting – Assist Project Managers with the coordination and escorting of site investigation services. Perform inspections of field conditions, identifying and reporting on discrepancies between design and observed field conditions.
 - 3.3.2.6 Staff Management Plan – Provide a written, project-specific staff management plan detailing all the specific measurable goals to be achieved during the contract.
 - 3.3.2.7 Value Engineering/Constructability Reviews – Assist the DEN Project Manager with value engineering and constructability reviews.

3.4 BUILD PHASE

- 3.4.1 During the Build or construction phase, AIM DEV has overall responsibility for achieving the successful construction and turnover of projects. AIM DEV manages the necessary construction and material procurement contracts to complete the project. AIM DEV extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN. Commissioning and Quality Assurance services during the Build phase task order may include but are not limited to:
 - 3.4.1.1 Project Staffing – Upon receipt of each project specific Task NTP and prior to the start of any project, the Consultant’s personnel shall coordinate with the DEN Project Manager (PM) to review QA Service requirements.
 - 3.4.1.2 Commissioning Plan – Develop a construction phase commissioning plan, to outline the commissioning process and the roles and responsibilities associated with each activity.
 - 3.4.1.3 Construction Checklists – Develop templates and checklists to facilitate the commissioning process and in alignment with the contractor’s quality control plan. Commissioning checklists may include but are not limited to installation and startup verifications (ISVs) and pre-functional checklists (PFCs).
 - 3.4.1.4 Functional Performance Tests (FPTs)– Develop test scripts, schedule tests, and lead the testing observation process. The commissioning agent is expected to take a leading role in defining, coordinating, observing, and documenting functional performance testing within their scope of work.



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- 3.4.1.5 Observation and Issues reporting – Consultant’s personnel shall perform periodic construction observations and report any issues encountered to the Project Manager.
- 3.4.1.6 Documentation review – Consultant’s personnel may be asked to review and comment on various project documents where they impact project commissioning, including requests for information (RFI), coordination and shop drawings, and product submittals.
- 3.4.1.7 Point-to-Point verification observation – Consultant’s personnel may be asked to observe and report on point-to-point verification activities.
- 3.4.1.8 Testing, adjustment and balancing (TAB) verification – Consultant’s personnel may be asked to observe and report on TAB activity and review and audit TBA reports.
- 3.4.1.9 Project Oversight – Consultant’s personnel shall monitor and report any observed deficiencies or non-compliance of the contractor’s work and assist in the coordination of the work with the day to day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor’s obligations pertaining to means, methods, quality control and progress of work or safety.
- 3.4.1.10 On-Site Inspections – consultant’s personnel shall inspect the materials and equipment being incorporated into the work. Review materials to visually observe and report that they are handled, stored and installed properly and are in compliance with the plans and specifications of the project. Verify that all authorized changes are properly incorporated into the work. Identify problems encountered in the progress of the work and keep the DEN PM informed including providing possible solutions when applicable.
- 3.4.1.11 Inspection – Consultant’s personnel shall provide quality assurance general inspections as required by the DEN PM to observe and report that projects are completed per contract documents.
- 3.4.1.12 Safety Program – consultant’s personnel shall review the Contractors Site Specific Safety Plan submittal and monitor the contractor’s implementation and compliance to the approved plan. Inspectors and commissioning agents shall cooperate fully with officials of other agencies (Federal and/or State) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s) and advise the contractor(s) and DEN PM of deficiencies. Consultant’s personnel will report corrective actions by the contractor to the DEN PM.
- 3.4.1.13 Construction Security – consultant’s personnel shall assist DEN PMs with review of contractor’s adherence to required site security procedures.
- 3.4.1.14 Permits – Consultant’s personnel shall assist DEN PMs to make sure that all DEN or contractor required permits are obtained before work begins. The



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- consultant's personnel shall monitor contractor's conformance to permit requirements.
- 3.4.1.15 Reports – The consultant's personnel shall prepare and keep accurate and detailed project records using electronic systems and prepare reports in the format and frequency required. Personnel performing inspections and commissioning activities shall prepare and maintain separate daily reports for every assigned project for each day they are on site. All daily reports will be complete by the end of each daily work shift.
- 3.4.1.16 Contract Documentation – Consultant's personnel shall review and be knowledgeable of all contract documentation that impacts the construction of projects such as specifications, RFIs, submittals, permits and permit documents, shutdown requests, schedules, phasing plans, haul routes, design revisions and CO's, etc. All such documentation shall be provided to the consultant in its final approved form and accessible in a cloud-based electronic field documentation platform. As directed by the DEN PM, consultant's personnel shall assist in responding to RFIs, submittals, recommended design changes, and change orders.
- 3.4.1.17 Submittals/Shop Drawing Review – Consultant's personnel shall review and be familiar with all approved submittals, shop drawings and material samples to assure that all products being installed in the work are in accordance with the approved documentation.
- 3.4.1.18 Project Site Documents – Consultant's personnel shall assist DEN PMs in maintaining project site records in accordance with established AIM DEV guidelines (electronic and hard copies as directed).
- 3.4.1.19 Meetings – Consultant's personnel shall participate in project meetings as identified in the task RFP by the DEN PM.
- 3.4.1.20 Contractor Request for Payments – Consultant's personnel, as directed by the DEN PM, shall measure and document contractor progress daily. The consultant's personnel will review and evaluate contractor's requests for payment on an as needed and directed by the DEN PM.
- 3.4.1.21 Potential Claims/Disputes – Consultant's personnel shall document and inform the DEN PM of any situation they believe may become a potential claim or dispute. They shall also document any potential claim or dispute situation as directed by the DEN PM.
- 3.4.1.22 Test and Commission Systems - Consultant's personnel along with representatives of the Designer of Record shall schedule and observe final testing, start-up and commissioning of utilities, operational systems, and equipment of the work.
- 3.4.1.23 Punch List - Upon substantial completion of the contractors' work, the consultant's personnel shall prepare, jointly with the contractor(s) and designer(s) of record, a list of incomplete or unsatisfactory items.



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Consultant's personnel shall monitor the correction and completion of the punch list work. Consultant's personnel shall assist the DEN PM in determining if the work is substantially complete.

- 3.4.1.24 Completion – Consultant's personnel shall observe, report and document that all keys and overstock materials are received and stored where designated by the DEN PM.
- 3.4.1.25 Record Drawings – Consultant's personnel as directed by the DEN PM shall monitor the maintenance of record drawings by the contractors. Consultant's personnel shall observe and report a minimum of weekly if record drawings appear complete and accurate for preparation of as-built drawings and review record drawings for PM's acceptance and approval.
- 3.4.1.26 Claims/Disputes - At the direction of the Senior Director and/or an appointee, the consultant's personnel shall assemble and provide pertinent background information as requested and assist in negotiating settlement.
- 3.4.1.27 Closeout Support – Consultant's personnel shall, as directed by the DEN PM, provide assistance with contract closeouts, to monitor receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment.
- 3.4.1.28 Commissioning Report – Consultant's personnel as directed by the PM shall assist with the preparation of the final project documentation in the form of a commissioning report that consolidates all records of the commissioning process. The commissioning report shall include but not be limited to:
 - a. A copy of the final commissioning plan.
 - b. All comments provided on design reviews and other documents.
 - c. Observation log
 - d. Meeting minutes from all meetings conducted by the Commissioning agent.
 - e. Results of all ISVs, PFCs, and FPTs performed on the project.
- 3.4.1.29 Lessons Learned - Consultant's personnel shall participate in a post project Lessons Learned session as directed by the DEN PM.
- 3.4.1.30 Staff Management Plan – Provide a written, project-specific staff management plan detailing all the specific measurable goals to be achieved during the contract.

3.5 OCCUPANCY PHASE

- 3.5.1 Commissioning services during the occupancy phase of a project may include but are not limited to:
 - 3.5.1.1 MBCx dashboard – consultant's personnel shall develop one or more dashboards showing key performance indicators (KPIs), fault detection



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results, energy analytics, and recommended improvements where applicable to the project.

- 3.5.1.2 MBCx reporting – consultant’s personnel shall provide periodic reporting not less than monthly which summarizes findings, including fault detection, energy analytics, access to back-end data, tracking of improvements, and recommendations.
- 3.5.1.3 Seasonal and deferred FPTs – consultant’s personnel shall execute deferred or seasonal FPTs, adhering to the same standards established during the build phase.

3.6 EXISTING BUILDINGS

3.6.1 Existing building commissioning (EBCx) services may include but are not limited to:

- 3.6.1.1 EBCx Planning – consultant’s personnel shall perform documentation review, facilitate planning meetings, develop EBCx goals, document facility requirements, and ultimately develop and deliver an EBCx plan.
- 3.6.1.2 EBCx Initial assessment – consultant’s personnel shall perform an initial walk-through of the facility or area to confirm current use and occupancy, document known issues, identify other issues, interview building staff and occupants, and update the EBCx plan to document findings.
- 3.6.1.3 EBCx Investigation – consultant’s personnel shall perform observation and testing of system and equipment operation, review building and equipment documentation, review preventive maintenance plans, evaluate sequences of operation, evaluate energy management and control system (EMCS) performance and trend or logging data of equipment operation, identify energy conservation measures (ECMs) and facility improvement measures (FIMs), estimate energy impacts and implementation costs, evaluate source(s) of performance problems, and investigate any applicable rebates or incentives.
- 3.6.1.4 EBCx Implementation – consultant’s personnel shall implement desired ECMs, followed by commissioning and verification of results and performance through documented trending and post implementation testing and data measurement. This may include the review of remediation designs and corresponding installation of repairs.
- 3.6.1.5 EBCx hand-off – consultant’s personnel shall provide systematic transition from a commissioning activity and commissioning team to normal operating practice and the operations and maintenance team, put in place measures to ensure persistence of performance, revising preventive maintenance requirements, training, and performance tracking.

3.7 REPORTING AND DOCUMENTATION

- 3.7.1 Within 48 hours upon a request from the Senior Vice President and/or an appointee, the Consultant shall provide a staff utilization report for any or all tasks under this



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contract. The report shall include, but is not limited to: staff names, staff project position title, DEN Project/task Name, Consultant hours allocated to each task per RFP, Consultant hours billed on each task, estimated hours for completion of each task, and staff vehicle assignments.

3.7.2 All project photographic documentation shall be performed with a GPS enabled camera with adequate flash for the environment. Cell phone cameras are not acceptable equipment for confined or interior space documentation. Alternate technologies for capturing photographic documentation will be considered (e.g. OpenSpace, SKYSITE, PlanRadar, HoloBuilder, etc.).

3.7.3 All Inspector's and commissioning agent's field documentation shall be digital and completed by the end of each shift or day.

3.7.4 The Consultant must provide a cloud-based electronic field documentation platform (e.g. BIM 360 Field, Facility Grid, Trimble, CDR, etc.) accessible to all field staff. The Consultant shall submit samples of the daily work product to the Senior Vice President and/or an appointee for review and approval prior to use on any task. The platform must have the following features:

3.7.4.1 Capability to export field documentation (daily reports, issue logs, test documentation, etc) into Primavera Unifier as a direct integration or PDF attachment.

a. List data such as Issue and deficiency logs shall have the capability of direct export in CSV or spreadsheet format.

3.7.4.2 Capability to import assets from Revit models, including equipment tags and metadata

3.7.4.3 Issue tracking system, including:

a. Issue logging with user administration

b. Issue details, including assigned party, due date, associated equipment/materials, and comments

3.7.4.4 A web-based dashboard, or the ability to generate summarization reports based on all daily report information that includes but is not limited to:



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- a. Quality Assurance and commissioning staff assigned to each project and hours on site
 - b. Number of contractors and subcontractors on site, by trade, company name, and project name
 - c. Time and/or material summarization by project and duration
 - d. Summarization of deficiencies and/or issues by project and trade
 - e. Summarization of equipment/material installed without approved submittals
 - f. Time lapse and/or summary of photos from any project based on GPS location
 - g. Summarization of safety incursions
- 3.7.4.5 Capability to schedule, document, and track equipment test activities natively in the platform, including:
- a. Scripts and checklists as required for pre-functional, startup, and functional testing activities
 - b. Ability to summarize testing activities by project name, equipment/material type, and status
- 3.7.4.6 Quality Assurance staff assigned to each project and hours on site
- 3.7.4.7 Number of contractors and subcontractors on site, by trade, company name, and project name
- 3.7.4.8 Time and/or material summarization by project and duration
- 3.7.4.9 Summarization of deficiencies by project and trade
- 3.7.4.10 Summarization of equipment/material installed without an approved submittal
- 3.7.4.11 Time lapse and/or summary of photos from any project based on GPS location
- 3.7.4.12 Summarization of safety incursions
- 3.7.5 The consultant shall audit the performance of inspectors on a quarterly basis or as requested by a Senior Vice President and/or an appointee. The intent of the audit is to ensure field staff are performing to the requirements of this contract and that they are verifying that all aspects of work are following the Project Contract Documents. Provide a report of the Audit to the Senior Vice President and/or an appointee for review. The report shall contain at a minimum:
- 3.7.5.1 Inspectors audited
 - 3.7.5.2 Name of Project audited
 - 3.7.5.3 Certifications Audited
 - 3.7.5.4 Details of audit procedures



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- 3.7.5.5 360 feedback from DEN staff and Consultant Staff
- 3.7.5.6 Errors and omissions identified
- 3.7.5.7 Inspector corrective actions and additional training

4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

4.1 GENERAL

- 4.1.1 Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Vice President and/or an appointee, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM DEV goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).
- 4.1.2 The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Vice President and/or an appointee prior to commencing their duties under this Agreement, and DEN reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Vice President in his/her discretion directs.

5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

5.1 PERSONNEL

- 5.1.1 The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by a Principal Project Manager (PPM), who shall be the operational point of contact with the Senior Vice President and/or an appointee. The Consultant's PPM shall be experienced and highly qualified in project management and commissioning of airport construction, including terminal and airfield work. The PPM's time on this contract will be included in the overhead multiplier and not be billed separately to any project task.
- 5.1.2 In addition to requirements of exhibit D, the PPM must meet the following qualifications:
 - 5.1.2.1 One of the following certifications:



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- a. Certified Commissioning Professional (CCP), administered by the Building Commissioning Association (BCxA)
 - b. Certified Building Commissioning Professional (CBCP), administered by the Association of Energy Engineers (AEE).
 - c. In lieu of the listed certifications, a minimum of 5 years documented experience leading, planning, coordinating and managing commissioning teams will serve as equivalent.
- 5.1.3 The Consultant agrees that all personnel provided are to perform services under this Agreement and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Vice President reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements. Items shall include:
- Does the Consultant keep a bench of skilled resources on hand?
 - How does the Consultant fill positions (e.g. resume shopping or resume database)?
 - Does the Consultant use job board recruitment?
 - A detailed description of your company's candidate vetting process.

6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

6.1 GENERAL

- 6.1.1 The Consultant will provide all equipment and tools deemed necessary by the Senior Vice President and/or an appointee for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations.
- 6.1.2
- 6.1.3 Mileage incurred on DEN property shall be considered incidental to the monthly costs. Mileage off DEN property shall be approved in advance by the Senior Vice President and/or an appointee and shall be reimbursed at the current federal rate per mile.
- 6.1.4 The Consultant shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor



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multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.

- 6.1.5 The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.
- 6.1.6 Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bag, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.
- 6.1.7 The consultant shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

7 REFERENCED FORMS/DOCUMENTS

#	Name
EXHIBIT - D	Task Order Proposals and Execution Process
EXHIBIT - E	Scheduling, Progress Reporting, Invoicing, and Correspondence Control

END OF EXHIBIT

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

III-3 Means of Communication

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

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

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

III-4 Interpretation of Proposal Documents

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

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed.

III-5 Addenda

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

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

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

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

III-6 DEN Website

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

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

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

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

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

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

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

III-9 Confidentiality of Records

Documents submitted to or created by DEN in response to this RFP are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*) ("CORA"). In accordance with the Denver Revised Municipal Code, all documents submitted to or created by DEN in response to this RFP are confidential and privileged, and may not be inspected until an award is made or the solicitation is ended by DEN. An award is made when DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

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

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

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be included as part of the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical

support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties do not agree on the inclusion of the supplemental terms and conditions, DEN may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or 2) DEN may enter into a contract with another responsive proposer. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

III-11 Small Business Enterprise (SBE) Defined Pool Requirements

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to in these Procurement Documents as the "SBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Procurement Documents by reference. Under the SBE Ordinance, states the Director of Division of Small Business Opportunity ("Director") has the authority to designate expenditure contracted by the City and County of Denver to the SBE defined pool program. The Director has designated this solicitation as a small business defined pool procurement and in accordance with the SBE Ordinance requirements, award will be strictly limited to currently certified Small Business Enterprise (SBE) Firms in accordance with Section 28-205, D.R.M.C. In order to comply with the procurement requirements of the SBE Ordinance, proper SBE certification shall be a condition of responsiveness and award will only be made to the responsive, qualified **SBE Proposer**. Proposer's failure to comply with the SBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the proposal nonresponsive and shall constitute cause for rejection. Failure by the contractor/consultant awarded the contract to comply with SBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the contractor/consultant, as deemed appropriate by DSBO. Copies of the SBE Ordinance and its accompanying Rules and Regulations are available for the use and review by Proposers, as well as additional SBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO at (720) 913-1999 with specific questions related to compliance with this ordinance.

1. All Proposers, at the time of the submittal due date, must be properly SBE certified by the City on or before the date of the bid opening. DSBO maintains an SBE Directory ("Directory"), which is a current listing of SBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at <https://www.denvergov.org/dsbo>.
2. Each Proposer shall submit completed DSBO Form pages entitled: Commitment to SBE Participation and 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, with the proposal at the time of the submittal due date. In addition, each Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the contract.

PLEASE NOTE: The Proposer(s) must be certified in the NAICS code(s) that coincide with the scope of work they will be performing to count towards the SBE participation.

III-12 Certification of Independent Price and Work Determination

By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certified, that, in connection with this procurement:

- a. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and
- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

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

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

III-13 Designation of Subcontractors

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

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal.

III-14 Payment

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

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

- A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in

which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:

1. The caption of the action naming all parties;
 2. The case number, jurisdiction and the date the action was filed;
 3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
 4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.

2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com.

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badging applications. All submitted applications must be an original. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid

contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A Denver International Airport Fingerprinting and Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. Denver International Airport Fingerprinting and Badge Applications are available from the Airport Security Office. Allow adequate time for processing of the Security Threat Assessments (STA) and Criminal History Record Check (CHRC).

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

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

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

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

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

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

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

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a Criminal History Record Check (CHRC) and a Security Threat Assessment (STA) for unescorted access to the Sterile and Secured Area(s).

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

III-21 Vehicles in the Secured Area

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

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, signed by an Authorized Signatory, and all applicable permit fees must be paid for each Permit requested, and it must be signed by the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

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

III-22 **Violations**

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

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

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

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

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

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

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

III-26 Collective Bargaining Agreement

An unknown percentage of the Qualified Workers, as defined by Executive Order 136, are covered by a collective bargaining agreement with the existing contractor. The City and County of Denver is not a party to the collective bargaining agreement, nor does it have an ordinance or policy requiring the successful proposer to enter into a collective bargaining agreement.

END OF INSTRUCTIONS TO PROPOSERS

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

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

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

- If the Proposer is a corporation, it shall upon execution of the Contract provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.
- If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to DEN that the partner signing the proposal has the authority to do so.
- If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to DEN for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.
- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.

- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal

IV-3 Proposal Narrative Contents

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

Cover Letter

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

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

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

1. Cost Effectiveness

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team's philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer's process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract SBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results. Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective. Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

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

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

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

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

- A. **Equity, Diversity and Inclusion Strategies.** Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized multicultural businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. **Technical Assistance & Support Services.** Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized multicultural businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized multicultural businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized multicultural businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.
- C. **Procurement Process.** Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

- D. **Communication and Vendor Management.** Describe the communication strategies and assistance Proposer is and will use with historically underutilized multicultural businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. **Past Performance.** Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized multicultural businesses and communities that they serve.

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

- F. **Proposer's Culture.** Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- G. **Future Initiatives.** Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. Understanding the Project

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

4. Proposed Work Plan and Approach

Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer's existing project management control methods and progress reporting systems. Any products obtained from the Proposer's systems must be in a format which shall allow direct input into DEN's Microsoft Excel and Microsoft Word systems.

5. Key Personnel and Ability to Respond

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

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

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor.

The Exhibit B Core Staff Labor Rates is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Exhibit B is to be submitted as a separate electronic file.

6. Company Experience & Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

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

- Project name
- Project description and contract value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

All invited proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. Presentations are due three (3) days prior to the interview date. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview. The PowerPoint must be emailed to contract.procurement@flydenver.com three (3) days prior to their interview date.

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

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

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Bill Poole, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated April 22, 2022, for RFP NO.202262512, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned’s understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer’s Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

Attachment 1, Part 4 SBE Forms

DSBO FORMS

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

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



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

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

COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

- The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing ___%.
- The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to ___% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



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

City & County of Denver Contract No.: _____

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

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

Contractor/Consultant		
Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Signature:		Date:
Address:		
City:	State:	Zip:
Phone:	Email:	

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

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

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



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

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

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

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

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

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

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

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

VII. ATTACHMENT 2, FORM W-9

FORM W-9

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

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

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: janet.bressler@flydenver.com

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

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:

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 per project aggregate must be maintained.

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

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.

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. 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 Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. 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.
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 \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the 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.
4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Cyber Liability:**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
6. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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.

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, 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.

H. 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.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of 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.

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.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
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.

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to 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. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

Click on the following link to access the on-line form:

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

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

X. ATTACHMENT 5, SAMPLE CONTRACT

SAMPLE CONTRACT

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

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

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

The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

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

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional commissioning and quality assurance services; and

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

WHEREAS, Consultant’s proposal was selected for award of the Commissioning and Quality Assurance Services SBE (the “**Project**”); and

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

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

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 Airport Infrastructure Management Division. The relevant Senior Vice President (the “**SVP**”) or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

A. Scope of Services. Consultant 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 Consultant, make minor changes, additions, or deletions

to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

i. Consultant 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. Consultant understands and acknowledges that it may be required under a Task Order 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. Consultant 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, Consultant 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, Consultant will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-consultants.

v. Consultant shall organize its Design Deliverables for any method of construction contracting selected by the City. Consultant 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, Consultant shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Consultant’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. Consultant shall be liable to the City for all acts and omissions of Consultant and its employees, subcontractors, agents, and any other party with whom Consultant contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Construction Administration. If Consultant'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. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Consultant shall perform all work under this Agreement in a timely and diligent manner.

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, Consultant must obtain the prior written consent of the CEO. Consultant shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

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

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

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

G. Personnel Assignments.

i. Consultant 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. Consultant and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant 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 Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

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

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of 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 Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Consultant 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 three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). [The Term of this Agreement may be extended for up to two (2) one (1) year extensions, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Consultant 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. Consultant 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 SVP, Consultant 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 Consultant. 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 Consultant.

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

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

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

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to 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 Consultant the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no

right to compensation for services performed after the notice unless directed to perform those services by the City as part of the 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), Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 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, Consultant shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Consultant breaches this Agreement, Consultant 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 Consultant'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 Consultant under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and Zero Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Consultant 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. Consultant acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to

create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

D. Fee. Initial hourly rates and charges are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

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

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

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

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the 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 Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Consultant if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules or Regulations promulgated pursuant thereto. The contract goal for Small Business Enterprise (“**SBE**”) participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is a SBE-Defined Procurement Pool in which the SBE must provide a commercially useful function by self-performing at least thirty percent (30%).

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

a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. Along with the Utilization Plan requirements, Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

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

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

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Consultant to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

f. Should any questions arise regarding DSBO requirements, Consultant 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, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Consultant to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, 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 Effective Date of this Agreement.

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

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

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

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

v. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant will not be paid until documentation of payment satisfactory to the

Auditor has been provided. The City may, by written notice, suspend or terminate work if Consultant fails to pay required wages and fringe benefits.

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

E. City Prompt Pay.

i. The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant'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 Consultant 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 Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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. Consultant 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 Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, employees, or subcontractors. Consultant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Consultant is not relieved of any liability or other

obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 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, Consultant 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 Consultant or Consultant'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. Consultant's obligation to defend and indemnify the City may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant'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 Consultant is not named as a Defendant.

C. Consultant 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 Consultant under the terms of this indemnification obligation. Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

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 right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

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

B. Assignment. Consultant shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Consultant 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 Consultant hereunder.

C. Compliance with all Laws and Regulations.

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

ii. Consultant 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 LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant 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>.

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

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

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

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

F. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default

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

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

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

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

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

K. Cooperation with Other Contractors.

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

ii. Consultant 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.

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

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

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

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

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

Q. 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.

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

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

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

requirements.

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

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

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Consultant 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 Consultant 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 Consultant agrees to be bound by CEO's decision.

11. 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. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the 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. Consultant shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

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

ii. Additionally, Consultant 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 Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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 Consultant, which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

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

H. Conflict of Interest.

i. Consultant 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. Consultant 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 Consultant or which might give Consultant 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, Consultant 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

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

iv. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant 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 Consultant 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.

I. No Employment of a Worker Without Authorization to Perform Work Under the Agreement

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

ii. The Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

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

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or

subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

iii. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

12. SENSITIVE SECURITY INFORMATION:

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

13. DEN SECURITY:

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

B. Consultant is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and

Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Consultant. The fee/fine will be deducted from the invoice at time of billing.

14. 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, Consultant shall comply with the Standard Federal Assurances identified in Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Request for Proposals and Consultant's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

16. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

SAMPLE

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

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



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 TYPICAL PROJECT SCOPE

- 1.2.1 The Airport maintains on-call professional services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design services will include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 As more specifically specified in its terms, a Task Order requires the Consultant to perform all of the work associated with certain work, such as review of construction documents, commissioning, quality assurance inspection; and task administration for any and all professional services as requested by the Senior Vice President of Airport Infrastructure Management Development (SVP of AIM DEV) or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the SVP of AIM DEV or the designated DEN representative, will be required to provide special inspection services for specific task scopes of work. The Consultant's specific scope of work requirements are detailed in,



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and its activities will comply with, the Agreement, the task Request for Proposal (RFP) scope of services, and this Exhibit for the duration of the Agreement.

2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Task administration
- 2.1.2.2 Special Inspection programming
- 2.1.2.3 Task and Agreement closeout services

2.2 TASK ORDER SCOPE OF WORK

2.2.1 The Senior Director of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each project specific Task Order. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

2.3 CONSULTANT TASK ORDER FEE PROPOSAL

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

- 2.3.1.1 A narrative of the understanding of the requested Task Order including all assumptions, project management plan, staff assignments, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
- 2.3.1.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and individual staff hours necessary to complete the Task Order scope of work.
- 2.3.1.3 A schedule identifying all phases of scope of work with DEN review durations.
- 2.3.1.4 Identification of a time and materials not to exceed fee.

2.3.2 The Consultant will not begin work on any Task Order scope of work without having received a fully executed Task Order and an On-Call Task Order Notice to Proceed (NTP) through the Primavera Unifier system. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the Task Order.



2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the PPM must be a licensed architect or registered professional engineer in the State of Colorado. The PPM will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM DEV or the designated DEN representative. This PPM will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the DEN Contract Manager and a formal written request is submitted which requests the removal of the PPM.
- 2.4.2 Should the DEN Contract Manager request the removal of the PPM, the Consultant will replace that PPM with a person of similar or equal experience and qualifications. The replacement PPM is subject to the approval of the Senior Director of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may submit, and the DEN Contract Manager will consider a request for reassignment of PPM, should the Consultant deem it to be in the best interest of the Consultant's organization or for that PPM's career development or in the best interest of the City. Reassignment will be subject to the approval of the Senior Director of AIM Development or the designated DEN representative.
- 2.4.4 If the DEN Contract Manager allows the removal of the PPM, the replacement PPM must have similar or equal experience and qualifications to that of the original PPM. The replacement PPM's assignment to this Agreement is subject to the approval of the Senior Director of AIM Development or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM DEV or the designated DEN representative.
- 2.5.2 The Consultant will submit their Quality Control (QC) plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and



contractors whose work connects or interfaces with the Consultant's Task Order scope of work.

3 MISCELLANEOUS REQUIREMENTS

3.1 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Transportation Security Administration (TSA) rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Services Authorization as an electronic mail from Primavera Unifier. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 4.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants. The cost for training will be included in the Consultant's multiplier.
- 4.1.3 Staffing Plan and Staffing Schedules: Immediately following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in EXHIBIT SCOPE OF WORK.

4.2 ADDITIONAL SERVICES

- 4.2.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.



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- 4.2.2 Immediate changes to the scope of work initiated by the DEN Project Manager may alternatively be issued to the Consultant via a Change Directive issued as an electronic mail from Primavera Unifier. Upon receipt of the Change Directive, the Consultant will immediately proceed with the revised scope of work identified in the Change Order and document all work completed on an hourly basis. Total work will not exceed the amount defined in the Change order.
- 4.2.3 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or Unifier process or duration as defined in writing by the DEN Project Manager, the Consultant will provide a hourly not to exceed fee proposal that includes the following:
- 4.2.3.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- 4.2.3.2 A completed Task Order Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
- 4.2.3.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 4.2.4 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization issued as an electronic mail from Primavera Unifier. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 4.3.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

5 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls



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PS-26	Professional Services Affidavit of Completion Letter.docx
PS-F	Task Order Fee Proposal – Professional Services
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT



EXHIBIT E

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL



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1 INTRODUCTION

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

2 WORK SCHEDULE

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

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order. Changes to the Task Order Scope of



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- work and the Task Order not to exceed amounts can only be made through the DEN Task Order amendment process, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order. Work and expenses outside of the approved Task Order Scope of Work and invoices that exceed the Task Order not to exceed amount will be considered unauthorized and no compensation by DEN to the Consultant will be made for that work or expense.
- 3.2 Draft invoices shall be submitted to the DEN Contract Manager via Unifier in the same format as that described in the final invoice requirements below. The DEN Contract Manager will review the invoice and components with appropriate DEN parties and return the draft invoice to the consultant within ten (10) days. The Consultant shall not submit a final invoice without draft approval.
- 3.3 All final invoices must be submitted electronically in PDF format to: ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.
- 3.3.1 Invoices must be submitted with:
- 3.3.1.1 Company name
 - 3.3.1.2 Contract number
 - 3.3.1.3 Project name/task order number/PO Number
 - 3.3.1.4 Invoice date
 - 3.3.1.5 Invoice billing period
 - 3.3.1.6 All backup documentation/receipts for work performed during the period
- 3.3.2 Each invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice Consultant shall comply with all requirements of this Agreement and:
- 3.3.2.1 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
 - 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
 - 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.



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- 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
 - 3.3.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.3.2.7 Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
 - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the Director or his/her authorized representative.
- 3.4 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Contract Administrator, DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 3.5 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.
- 3.6 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 3.7 The DEN Project Manager and the DEN Contract Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Contract Manager and/or DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.8 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
- 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.8.2 Signed subconsultant agreement(s)
 - 3.8.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)



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- 3.8.4 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 3.9 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 4.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 4.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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



6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 6.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 6.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 6.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 6.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 6.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 6.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 6.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 6.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
 - 6.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
 - 6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 6.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.



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7 EXPENSES

- 7.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 7.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 7.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.



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- 7.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 7.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 7.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 7.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 7.12 Project Field Supplies, Equipment and Vehicles: these items are limited to : engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 7.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, renewal of licenses/certifications, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 7.14.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 8.1 DEN Project Manager Discretion



AIM DEVELOPMENT

COMMISSIONING AND QUALITY ASSURANCE SERVICES

- 8.1.1 All requirements in this section may be modified by the Senior Vice President of AIM Development or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 8.2 Prior To Commencement of work – Submittals Required
 - 8.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant’s core staff rates and calculated Labor Rates and Classifications (see form CM-81).
 - 8.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee’s signature.
 - 8.2.3 Work Schedule.
- 8.3 Monthly Submittals
 - 8.3.1 The Consultant shall submit the Monthly Progress Report.
 - 8.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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



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10 REFERENCED FORMS

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

END OF EXHIBIT

XI. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

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



1325 East 16th Avenue
Denver, CO 80218
(303) 861-2070

DENVER INTERNATIONAL AIRPORT (DEN)

COMMISSIONING AND QUALITY ASSURANCE SERVICES

RFP #202262512, May 20, 2022





COVER LETTER

May 20, 2022

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

RE: Request for Proposals #202262512

Dear Ms. Folken and Selection Committee:

We are pleased to submit this proposal for DEN's Commissioning & Quality Assurance Services - SBE for the DEN Cx & QA Services – SBE on-call project. Group14 Engineering and our partners provide our clients with a project management, quality assurance, and commissioning process built upon dependable and responsive customer service. and solutions that are rooted in practicality, collaboration, and innovation.

Experience working at DEN and Active Operational Aiports

Our company has grown and evolved significantly since 2017, when our first contract with DEN was signed. The airport has provided us with mentorship and opportunities for our employees to work on iconic projects recognized around the world. With each new project, we strive to return the trust given our small-business by providing unrivaled service and technical expertise. Our commitment to DEN is to always support your employees, community members, and world travelers through excellence in service and support.

Exeeding SBE Goals

We have assembled a team comprised of 100% SBE firms that match our enthusiasm, curiosity and customer centered focus. Diversity, equity, and inclusion are foundational principles, central to the fulfillment of Group14's mission and vision. Group14 Engineering is a certified small business enterprise (SBE), Women's Business Enterprise (WBE), and disadvantaged business enterprise (DBE) with the City and County of Denver. Group14 is committed to justice, equity, diversity, and inclusion in our culture, our community, and our workplace. To that end, we have a staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, which guides the firm's efforts to apply these core principles throughout our corporate decision-making.

Team of Experts

We recognize that as building systems become more complex, projects at DEN require system specialists that can support the unique aspects of working in one of the world's busiest airports. Each member of our proposed commissioning and quality assurance experts has extensive on-site experience serving as commissioning agents or qualified quality assurance inspectors. Our team also includes specialists focused in fields such as lighting, temperature controls programming, HVAC service, data analytics using fault detection and diagnostics (Sky-Spark), construction estimating, civil engineering, energy management, power systems, building enclosures, architectural and structural systems.

Please let me know if you have any questions on our proposal. We appreciate the opportunity and look forward to working on this project!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Cooper'.

Matt Cooper, PE, CCP, CxA, LEED AP
Principal | Commissioning Director | mcooper@group14eng.com | (720) 221-1086



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*Note: In accordance with RFP instructions, our proposal narrative **does not exceed 25 pages**. Since the page limit does not include the cover letter, resumes, additional pages to describe disclosure of legal, administrative proceedings and financial condition, tabs, or DEN-required forms, we have excluded these items in the page count to reflect compliance with proposal length requirements.

TAB 1. COST EFFECTIVENESS



1 COST EFFECTIVENESS

Team Philosophy on Cost-Effectiveness and Efficiency

Group14 Engineering, PBC, Civil Technology, Inc., LS | Gallegos & Associates, Shrewsberry & Associates, and Sunland Group, Inc, consultants formed a team that meets the goals of this RFP. Our team is comprised of **100% SBE/DBE/MWBE** firms that have existing relationships with the Denver International Airport, hereinafter referred to as DEN. Our proposed team is:

- Group14 Engineering, PBC, hereinafter referred to as Group14, (SBE/DBE/MWBE), will serve as the **prime proposer** and commissioning provider for this contract.
- Civil Technology, Inc, hereinafter referred to as CTI, (SBE/DBE/MWBE), will serve as a quality assurance representative.
- LS | Gallegos & Associates, hereinafter referred to as LSG, (SBE/MWBE), will serve as a quality assurance representative.
- Shrewsberry & Associates, hereinafter referred to as Shrewsberry, (SBE/DBE/MWBE/ESB/ACDBE), will serve as a quality assurance representative.
- Sunland Group, hereinafter referred to as Sunland, (SBE/MWBE), will serve as a quality assurance representative.

The local and national airport experience our team offers will enable us to respond to DEN's requests efficiently and cost effectively. Our team will provide dependable, and responsive customer service. Our approach is rooted in practicality, collaboration, and innovation. We strive for efficiency in our processes with lean practices to eliminate unnecessary steps and reduce the time required to meet task order deliverables. We will combine our collective expertise to provide cost-effective, high-quality results for DEN. We provide these results by utilizing software tools, such as Facility Grid, to deliver a transparent, collaborative, and streamlined service. Further details are provided within Tab 4. Proposed Work Plan and Approach.

Internal Quality Control

The production of quality deliverables to minimize re-work per task order is essential to executing our services at the highest level. Our team will:

- Establish inter-company communications/work products at the on-set of assigned task orders.
- Develop a communication feedback loop with the DEN for continuous process improvement.
- Examine work produced against DEN defined standards (DSM & Airport Specifications), and contractual requirements.
- Perform periodic reviews led by Group14 and Lead Inspectors at major milestones.
- Internal quality control audits will occur no less than once a quarter.
- Audits will be systematized and available for review by DEN through a virtual dashboard or Unifier upload.
- QC reviews will be established per task order. We acknowledge that final deliverables cannot be released without addressing comments from the QC reviews.

Each of our firm's internal quality control systems are based on ensuring compliance with budgets and schedules. Budget management is an integral part of our technical services. We have developed a strong track record in predicting project costs. Effective budget control is supported by establishing a shared vision of costs at the beginning of the project, planning for contingencies based on experience, and maintaining communication.

1

COST EFFECTIVENESS

Right-Sizing Each Team

Group14 will coordinate with our team on each task order to select the Project Manager and support staff with the quintessential expertise. We know how to keep a project on budget, and we will provide DEN with a mix of seasoned experts and support staff to deliver high quality work within the budget. Every task order will have 100% SBE participation.

Managing Subconsultants

We have brought together highly qualified firms to deliver these services. To manage the consultants within their areas of expertise, Group14 will oversee the commissioning and quality assurance scopes of work. We will establish communication protocols including collaboration and technology tools (such as Facility Grid and Asana).

Leveraging Previous Work

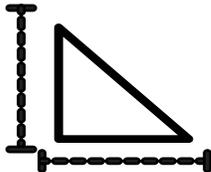
Over 25 projects completed at DEN between our firms. Our thorough understanding of the entire airport, its tenants, the needs of the City and County of Denver, as well as DEN’s processes and requirements will inform our work.

The longevity of our firms demonstrates our strength to withstand economic and social change, and to rise and exceed our client’s expectations. Specifically, our experience at DEN in the past 5 years ensures we can meet DEN’s goals and requirements around budget, staffing, and deadlines.

Cost-Savings Competitive Edge

A major benefit of our team is that we’re already familiar with DEN’s systems, spaces, policies, and procedures. All firms involved in this pursuit have worked with DEN on numerous projects, which will inform this work. In instances where new projects are like past projects, we anticipate being able to re-purpose previous documentation and templates, saving time and cost without compromising quality or accuracy.

IN RIGHT-SIZING THIS EFFORT...



We weighed not only our individual and collective experience with the scope items--including observation and documentation, building’s system design, installation, calibration, and performance meets DEN’s project requirements -- but also the factors outlined in the table on the right. We’re confident these factors will bring added value to DEN and contribute to our success as a team.

	DEN Experience: All Firms
	National Aviation Experience: All Firms
	On-Call/ Task Order Experience: All Firms
	Previous Partnership Experience: All firms have worked with at least two other firms on this team
	MWBE, SBE, DBE Growth: All firms, Group14 (prime), Shrewsberry, Sunland Group, LSG, and Civil Technologies.

TAB 2. EQUITY, DIVERSITY, AND INCLUSION (EDI) PLAN



2

EQUITY, DIVERSITY, AND INCLUSION (EDI) PLAN

Diversity, equity, and inclusion are foundational principles, central to the fulfillment of Group14's mission and vision. Group14 Engineering is a certified small business enterprise (SBE), Women's Business Enterprise (WBE), and disadvantaged business enterprise (DBE) with the City and County of Denver.

Group14 is committed to justice, equity, diversity, and inclusion in our culture, our community, and our workplace. To that end, we have a staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, which guides the firm's efforts to apply these core principles throughout our corporate decision-making.

A. Equity, Diversity, and Inclusion Strategies

As an SBE, we understand the value of providing opportunities for small, diverse, and historically disadvantaged businesses. Our role as sub-contractor on DEN projects is as often as the WBE representative. For this pursuit, we have utilized our role as the prime consultant to recruit and utilize SBEs/MWBEs/DBEs as key partners. This included bringing on Shrewsberry (SBE/MWBE/DBE/ESB), Sunland Group (SBE/MWBE/DBE), CTI, (SBE/MWBE/DBE/ESB/ACDBE), and LSG (SBE). Finally, we are committed to implementing various strategies to increase partnerships with SBE businesses, including maintaining a list of qualified firms in our project management software and setting our own internal supplier diversity goals.

B. Technical Assistance & Support Services

Prompt Payment: As a small business, Group14 understands that one of the biggest challenges that disproportionately affects small and disadvantaged businesses is cash flow. To address this, we have a policy of prompt payment. Throughout the project, our Project Manager keeps in close contact with subcontractors to ensure all required documentation is submitted in a timely fashion, so they are paid as soon as possible after invoicing.

Mentoring: As a SBE and a MWBE we have invested in cooperative programs that encourage diversity. This includes partnerships with local colleges and universities to encourage underrepresented students to pursue engineering careers. Many of our staff members are involved in organizations like the Louis Stokes Alliance for Minority Participation (LSAMP), a program that aims to support inclusion and diversity in STEM. Through the Denver Scholarship Foundation (DSF), Group14 has an annual scholarship for minority students pursuing degrees in engineering. In addition to the financial support, we offer participating students an opportunity to intern at Group14.



C. Procurement Process

As a small business ourselves, we're in a unique position to understand the barriers that similar firms face in taking advantage of procurement and contracting opportunities. When we are the prime consultant, we attend events and pre-bids looking to build relationships with other SBE firms. As the pursuit becomes more defined, we will reach out to qualified firms. We use resources like the Colorado Office of Economic Development and International Trade's Minority Business Office Business Directory to assist with identifying diverse businesses that are registered as SBE, MWBE, DBE, and EBEs.

D. Communication and Vendor Management

We use the same strategy for project management and communication with SBE subcontractors as we do with non-SBE subcontractors. This includes

Clear Communication & Expectations: We make sure vendors understand project expectations for reporting and communicating with Group14, including how to provide monthly reports, invoices, and data. This includes not just what information is expected but also when and how to provide it.

Technology: When working with other subcontractors, we coordinate with the client and the entire project team to determine which tools and platforms will be used to coordinate the work.

Management and Transparency: We also know an effective project manager is an essential component to subcontractor success and our project management process involves communication, monitoring, and feedback. Finally, we believe inclusive teams are characterized by open communication, transparent decision making, and creativity which is the core of our process when working with both our clients and subcontractors.

E. Past Performance

Group14 promotes equity, diversity, and inclusion both internally and externally in variety of ways, including:

Racial Justice Programs: Group14's staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, was formally established in 2020 to provide a focused effort towards addressing racial justice. The committee guides the firm's efforts to apply diversity as a core principle throughout our corporate culture. It's also the committee's responsibility to research and delegate JEDI-focused charitable giving allocations to support non-profit organizations devoted to racial equity. In 2021, Group14 supported the following programs:

- Colorado Criminal Justice Reform Coalition (CCJRC): CCJRC is a non-profit whose mission is to eliminate the overuse of the criminal justice system and advance community health and safety.
- The Black Resilience in Colorado (BRIC) Grants: This program directs resources to address systemic racism and its impact on Black communities across the seven-county Metro Denver region.
- LSAMP-Metro Denver STEM Alliance: This organization serves underrepresented minority students interested in STEM fields through advising, mentorship, campus resources, college and industry visits, research opportunities, and internships.

Scholarships/Mentorship: We work with organizations like the Denver Scholarship Fund (DSF) to provide industry exposure and mentorships to minority students. Group14 has partnered with DSF since 2019 to help minority and women Denver Public Schools graduates seeking degrees in engineering and/or environmental sciences through an annual scholarship of \$10,000. Some of the scholars have had summer internships with us as well.

Memberships and Certifications: To demonstrate our commitment to social justice and equity issues, Group14 is a JUST labeled organization. **Just** is a detailed framework for organizations to evaluate themselves in areas of diversity & inclusion, equity, employee health, employee benefits, stewardship, and local sourcing/purchasing.



Group14 is proud to be a Certified B Corporation. This prestigious designation is awarded to companies that use the power of business to solve social and environmental problems. BCorps must meet high standards of social performance, transparency and accountability. Our firm is a member of B:Civic Colorado, a force of local business leaders who are “passionate about giving back” to the community. In 2021, we were named a Civic 50 Colorado, which recognized Group14 as one of the most community-minded companies in Colorado– determined by an independently administered and scored survey.

Promoting the Growth & Success of SBE Businesses: We make good faith efforts to utilize SBE vendors whenever possible. For example, our promotional apparel vendor is DK Promotions Colorado, a minority-owned, DBE. We also use Digital Frontier, an SBE/WBE, for all our printed marketing collateral.

F. Proposer’s Culture

EDI is a central tenet of our business and is demonstrated by the following:

Charitable Giving: Group14 recognizes that our firm can achieve a positive social impact through the strategic and generous use of finances. As a direct demonstration of this we give at least 1% of our annual net revenue to charity. Our guiding principles for company-directed giving are outline by the following criteria and goals:

- Reduce impact on environment and support Group14’s mission.
- Address Justice, Equity, Diversity, and Inclusion with emphasis on developing a more diverse workforce within the building sustainability and energy fields.
- Provide a local impact with a focus on Colorado and preference for Denver organizations who support low-income people and improve our community.



Above: Group14 staff volunteering at Delores Project, where we have a standing, monthly commitment to prepare meals.

Volunteerism & Community Involvement: Group14 impacts positive social change in our community through volunteering, covering 16 hours of paid time each year for employees to dedicate to a cause of their choice. Our team is also heavily involved with the Delores Project, a Denver organization which provides shelter and services for women and transgender individuals experience homelessness. As a company, Group14 prepares a monthly meal which provides an easily accessible volunteer opportunity for employees.

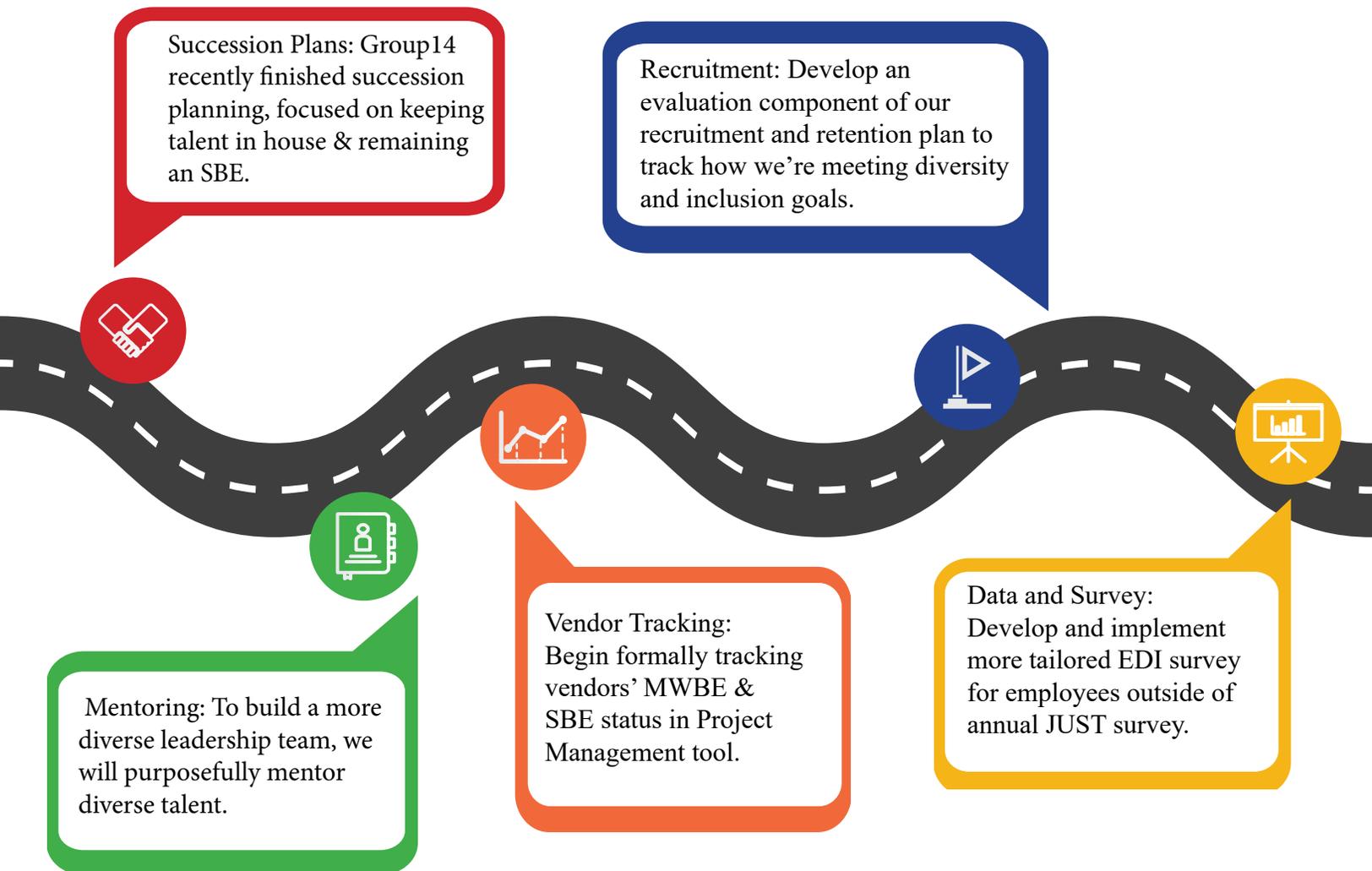
Education and Training: Our JEDI committee organizes regular trainings around structural racism, unconscious bias and other equity issues. In the last year, we've held trainings on the following topics: Preventing Discrimination and Sexual Harassment, Gender Identity, the Impact of Unconscious Bias, Multi-Generational Workforce & Ageism, Cross Cultural Awareness, and Microaggressions.

Hiring Practices: Group14 has a goal of recruiting and retaining a diverse workforce. Steps we've taken so far to achieve this include: Identifying recruitment resources and development of an unconscious bias resume rubric. Group14 also established a similar rubric for the interview process to ensure unconscious biases are eliminated from the interviewing process, and whenever possible involving a member of the JEDI team in the candidate selection process. Upon final resume and interview rubric scoring, the best candidate is offered a position.

Subconsultant Partnerships: As noted in Section E, we utilize certified SBEs for a variety of business needs. We also partner regularly with firms like Workshop8, a local SBE and MWBE, on affordable housing projects.

G. Future Initiatives

Below is a roadmap of work we hope to accomplish over the next five years, with one effort recently accomplished (although we're still working on materials associated with finalizing this initiative).



TAB 3. UNDERSTANDING THE PROJECT



3

UNDERSTANDING THE PROJECT

Statement of Understanding

Group14 and our project team members, CTI, LSG, Shrewsbury and Sunland, have experience delivering high quality work addressing all the elements described in the Scope of Work. The project will require commissioning and quality assurance services all the way from the “Define Phase” through “Occupancy.” These services may be required on new construction projects or for existing building improvements. It is also expected that the proposed commissioning provider be experienced with SkySpark or similar monitoring-based commissioning software.

Complexity

The complexity of the Scope of Work begins with combining the commissioning and quality assurance programs at DEN under a single effort. Led by Group14, and aided by our quality assurance partners, our team has the expertise to address a wide variety of tasks that involve the 3rd party construction quality review for both existing and new building systems across DEN. Our approach to accomplish this goal is noted in more detail within our team’s Proposed Work Plan and Approach Section 4

Based on our team’s collective experience at DEN and numerous airports nationwide, we have an intimate understanding of the complexities involved within the commissioning and quality assurance program requirements. The following elements outlined in the table below are various examples of the scope complexity:

Scope Complexity
Understanding the safety implication of working at an active airport and the necessary team-wide safety protocols that need to be in place to ensure that all team members are safe.
Doing our best to serve the customers within an active airport while understanding that the airport has a highly visible role within the public eye.
Combining two separate teams/scopes that traditionally work separately from one another at DEN and re-calibrating existing stakeholders’ expectations around how this process can work more efficiently.
Selecting the best delivery method for compelling contractors and other key stakeholders to credibly address items brought up by the commissioning and quality assurance teams.
Delivering seamless commissioning and quality assurance services for the airport’s 3rd party design and construction quality review process.
Defining roles and responsibilities for each stakeholder as they may change on a project-by-project basis for the needs of the DEN project manager. This is especially true for the quality assurance project needs and deliverables.
Optimizing the communication between quality assurance and commissioning to find issues early and aid the construction and design teams in an resolution.
Providing more visibility to the DEN Quality Assurance program as the Owner’s eyes and ears on-site, while their role is transitioned to a part-time task-based one.
Working with our project partners to deliver a 100% ready and reliable project ready for the airport and its customers.
Commissioning and Quality Assurance providers are accustomed to providing services at the airport and are aware of increasing cost and project expectations to coincide with budgetary constraints.
Supplying an ample bench of qualified individuals within the fluctuating workflow of a task order-based environment.
Integrating the turnover process of projects with all key stakeholders at DEN to include but not limited to operations and maintenance, and AIM engineering staff where appropriate.

We will work with DEN staff from all departments, tenants, design teams, and construction teams to strategize a plan, which accounts for the complexities outlined on the previous table, and fulfills the goals of each task within budget constraints.

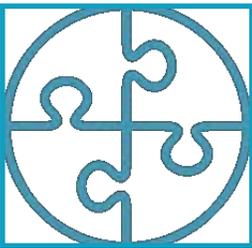
Challenges and Approach

The Group14 team will work together, as a solution-oriented organization that is well-versed in listening to various stakeholders for a project, creating collaborative solutions to problems, and communicating the selected approach to gain buy-in across various departments or stakeholders. The following three points address possible challenges that could arise and our team's approach to addressing the issues.



1) Safety: Safety is the number one goal. Making sure that everyone makes it home safe is a team wide goal. Working in an active airport presents some unique safety related concerns. As the lead for the commissioning and quality assurance team, Group14 will work with construction team and DEN stakeholders to implement a safety plan that matches both the contractors' requirements, FAA's, DEN's and other pertinent groups on a project by project basis.

We will participate in all required trainings as well as ensure that our team members attain a minimum level of OSHA level training commensurate for the work they are performing.



2) Coordination and Buy-in with Stakeholders: Coordination with all stakeholders while prioritizing expectations and goals is a significant challenge. Through our team's work with DEN and other airports, we recognize that working directly for the owner streamlines coordination and elevates the platform that commissioning and quality assurance have. This platform allows for our team to truly be 3rd party. With an empowered voice we are able to more directly work with the respective design and construction teams to vet their quality programs and develop our quality programs in alignment with each other. When both parties have a say in the development of a project,

quality delivery process this allows for more cohesiveness, that not only saves on costs but allows for a more concise deliverable to the airport. All of this is done utilizing the framework of being transparent and organized. This organization and transparency will be covered further within our Proposed Work Plan and Approach.



3) Optimizing the Performance of DEN 3rd Party Quality Control: Construction and renovation projects at the airport provide many opportunities for success. There are a lot of stakeholders and key individuals throughout the facility that have specific needs that need to be met in order to serve the traveling public. Our commissioning and quality assurance team is able to optimize our effectiveness not only by following the means and methods outlined in our Proposed Work Plan and Approach below, but also by building collaborative relationships with key personnel. Combining these relationships with full transparency into the commissioning and quality assurance processes.

TAB 4. PROPOSED WORK PLAN AND APPROACH



4

PROPOSED WORK PLAN AND APPROACH

Project Management & Organizational Approach

With the varying level of needs required in a task-based commissioning and quality assurance program Group14 has a bench of qualified subject matter experts that can meet a variety of needs. In order to meet the requirements for the scope of work outlined within the RFP Group14 has proposed the following management and organization structure:



Our team's project management and organizational approach is summarized in the above graphic and detailed in the following section, Tab 5. Key Personnel and Ability to Respond.

Estimated Percentage of Effort by Each Firm

Scope	Group14 - Cx (SBE)	Civ Tech QA (SBE)	LSG QA (SBE)	Shrews QA (SBE)	Sunland QA (SBE)	% SBE
Cx (MEP, SS, EBCx/MBCx)	100%	-	-	-	-	100%
Lead Inspector	-	25%	25%	25%	25%	100%
Civil	-	28.6%	28.6%	14.2%	28.6%	100%
Electrical	-	50%	25%	-	25%	100%
Mechanical	16%	17%	50%	-	17%	100%
Fire Protection	-	66%	33%	-	-	100%
Low-voltage	-	-	-	-	100%	100%
Other	-	66%	-	-	33%	100%

Performing the Scope of Work

Our approach to individual task orders is through Identification, Development and Implementation:

Identification

The on-call services will have a wide variety of tasks and unique needs. Group14 understands successful project delivery begins with assigning the most skilled staff for the project. For each task Group14 will thoroughly analyze the scope of work and will identify and engage the most appropriate team members. Each task order will include a team member that is local to Colorado, has experience working with DEN executing the same or similar tasks, works for an SBE, and is an industry leading expert relevant to the project's needs.

The Project Manager and relevant team members will work directly with DEN to ensure that there is a comprehensive understanding of the project scope and deliverables. In addition, the team will establish the most effective means of communication with DEN, ensuring all the necessary stakeholders are involved.

When working with other contractors at the airport, Group14 will coordinate with DEN and the entire project team to determine which tools will be used to communicate, organize, and distribute the work. When coordinating large, complex teams of consultants and stakeholders, Group14 has worked with tools such as Facility Grid, BIM360, Asana and Bluebeam to outline tasks, deadlines, champions, and deliverables.

Development

At the beginning of the project, Group14 will participate in a scheduling session with key DEN stakeholders and the project team members to establish the schedule, milestones, proper means of communication, and assigned champions. At this time, we will also identify potential issues that may affect delivery of the work.

Implementation

Throughout the delivery of the project, Matt Cooper, our QC lead, will continuously monitor the work for quality and relevancy and ensure that the efforts are within budget and on time. This approach will also allow for the early identification of potential issues and/or conflicts and provide the opportunity to deal with them efficiently and effectively.

The use of software tools such as Facility Grid will aid in the organization as well as transparency of the project. Within this or similar software platform Group14 will outline the project tasks for all members of the project team to include the commissioning, quality assurance and the contractors quality control personnel. This platform will be set up in such a way that the necessary tasks will be tracked by major deliverables on a scheduled basis defining for all stakeholders in real time the projects progress. By utilizing one platform this will help streamline the turnover process for the entire team.

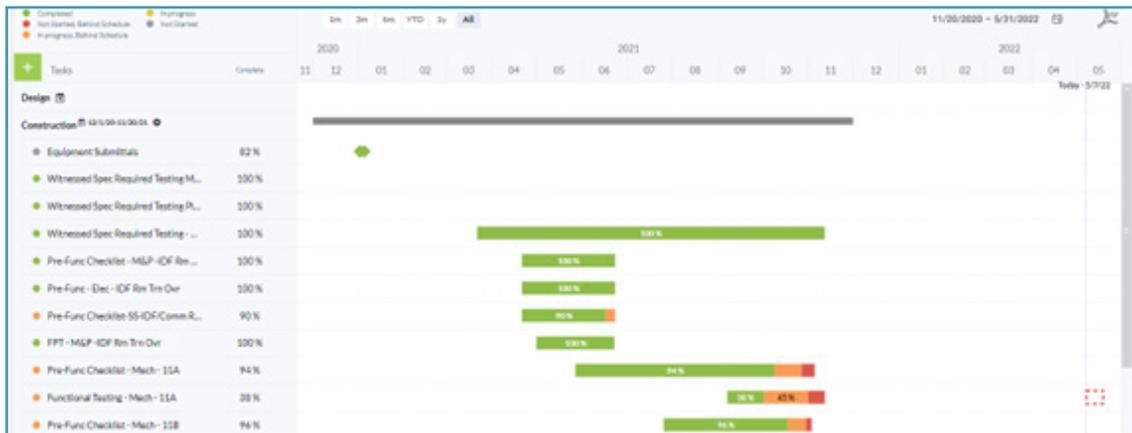
Anticipated % of Overall Contract	Group14 - 60%	CTI - 10%	LSG - 14%	Shrewsberry - 5%	SunaInd - 11%
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Facility Grid

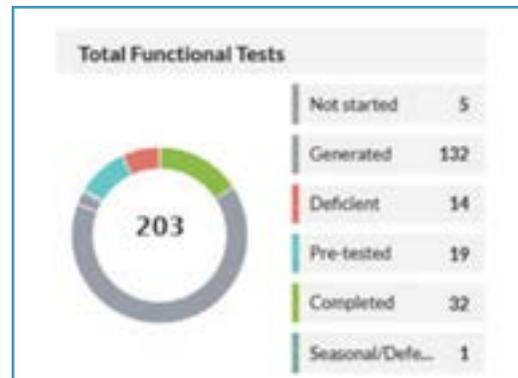
Group14 uses a web-based commissioning software called Facility Grid. Facility Grid offers real time tracking of the commissioning process throughout a project. Each piece of equipment is tracked from installation to tuning and troubleshooting.



Commissioning Schedule tracked in real time by work completed in the field.



All checklists and functional tests are available for review. Testing is an open book test!



Tracking Projects In Real Time

Group14 employs the software tools Facility Grid, Asana and Quickbase to track the progress of work including milestones and collaboration with team members.

When coordinating large, complex teams of consultants and stakeholders, Group14 has worked with tools like Facility Grid to coordinate & refine issues, deadlines, champions, and deliverables.

Monitoring-Based Commissioning / SkySpark

Group14 is a national leader in the implementation of SkySpark software which provides powerful monitoring of building operational data and tracking of energy performance. Group14 assisted with the initial configuration of DEN's on premise SkySpark server and integration with building systems. We also assisted with the development of a monitoring-based commissioning "road map" to create consistency across future MBCx projects using the open SkySpark platform.

As part of Group14's SkySpark services, we have deployed our suite of SkySpark tools called "Re:Tune" on the DEN server which includes over 100 rules to automatically detect issues and custom dashboards for data visualization. Group14's custom dashboards developed for DEN include an Energy Dashboard to quickly flag increases in energy use and an Operator Dashboard with key Sparks to help operations and maintenance staff proactively address issues. Group14 will also continue the integration of SkySpark with the airport's CMMS software called Maximo to ensure issues are resolved quickly and effectively.

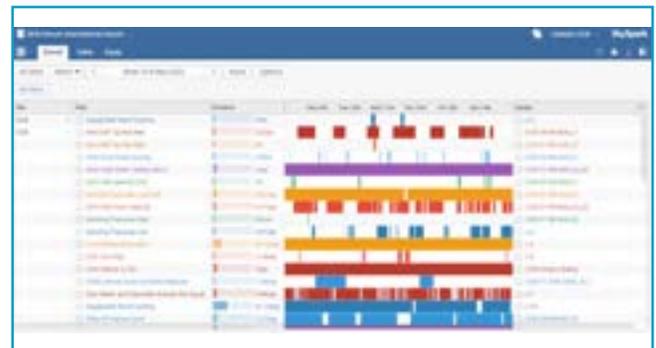
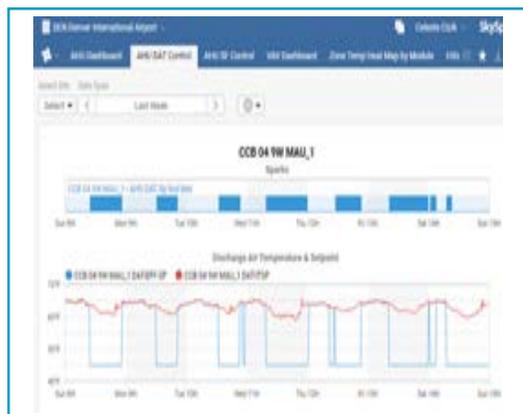
Implementing monitoring-based commissioning using SkySpark software will reduce energy costs, improve the indoor environment, and reduce equipment downtime for many years into the future .

DEN Energy Dashboard



Custom Rules at DEN to Automatically Identify "Sparks"

Operator Dashboard Flagging Issue with Discharge Air Temperature



TAB 5. KEY PERSONNEL AND ABILITY TO RESPOND



5 KEY PERSONNEL & ABILITY TO RESPOND



Celeste Cizik
MBCx Principal



Nick Buike
Sr. Cx Project Manager



Matt Cooper
Principal Project Manager



Grace Pedersen
EBCx & MBCx Project Manager



Pachia Moua
Lighting Cx Project Manager



Sonja Simpson
Power Systems Project Manager



Seth Hodsdon
Cx Project Manager



Aurthor Antoine
Sr. Inspector



Mike Copeland
Sr. Inspector



Glenn Vitale
Sr. Inspector



Susan Ostergaard
Sr. Inspector



Additional Staff:
6 Commissioning Professionals
2 Building Enclosure Professionals
6 EBCx/MBCx Professionals



Additional Staff:
7 Inspectors



Additional Staff:
10 Inspectors



Additional Staff:
4 Inspectors



Additional Staff:
8 Inspectors

5

KEY PERSONNEL & ABILITY TO RESPOND

Teams Experience with Scope of Work



Key Team Members: To deliver on the approach outlined in DEN’s proposal, Group14 has assembled the following project team. These key team members, and the supporting staff from each firm, were carefully selected to align with DEN’s vision for the project and the scope of work outlined in your RFP.



Group14 Engineering (SBE/WBE/DBE) is a 56-person, Denver-based consulting firm committed to improving the energy and resource efficiency of buildings. We are a recognized authority in sustainable design and energy efficiency, building commissioning, and LEED project management.

DEN/Scope Experience: Our team has provided commissioning, retro-commissioning, sustainability, and energy consulting on 20+ DEN projects, totaling over 3.5 million square feet. We are currently implementing SkySpark building analytics software to provide sophisticated monitoring of equipment operation and to assist the airport in meeting their energy goals. Among our other services, Group14 has been providing commissioning services at the Denver International Airport since 2015.

Matt Cooper, PE, CCP, CxA, LEED AP

Matt Cooper of Group14 has overseen several on-call services at DEN and will manage the contract as well as provide Principal Project Management (PPM) on the project.

Nick Buike, CxA, H&V Class A

Nick Buike of Group14 will manage the overall project and will oversee the commissioning tasks for the project. Nick has been with Group14 for 10 years leading many high-profile commissioning contracts including the DEN Great Hall and Concourse Expansions, DEN COE, and the R-22 Phase Out.

Celeste Cizik, PE, CEM, PMP, LEED AP

Celeste Cizik leads the MBCx & EBCx team that excels in thorough evaluations of existing buildings using both hands-on investigations and advanced software tools to provide lasting solutions.

Grace Pedersen, PE, BCxP, CEM, CMVP, SkySpark CP

Grace leads Group14’s MBCx services using SkySpark software and she programs the tool to meet client’s needs. She has managed complex projects for both new and existing building upgrades including SkySpark deployment at the Denver International Airport.

Sonja Simpson, CEPSS

Sonja incorporates her background in design engineering and business administration overseeing the installation and testing power systems. Her knowledge in electrical design engineering, organizational, and inter-disciplinary skills have aided in the managing large-scale projects from design phase through acceptance.

Pachia Moua, LC

Pachia Moua spearheads Group14’s lighting system Cx efforts - coordinating with teams during the design process to optimize lighting system energy performance and control strategies, and continues her efforts with the contractors, lighting manufacturers, and building owners.

5

KEY PERSONNEL & ABILITY TO RESPOND

Teams Experience with Scope of Work

CIVIL TECHNOLOGY INC.

Civil Technology, Inc., specializes in construction management and real estate development, having become one of Denver's most respected WBE and SBEs in their field of work. They have participated in the program and construction management of some of Denver's most prestigious projects, including the Denver International Airport.

DEN/Scope Experience: Civil Technology has more than 23 years of construction management experience at Denver International Airport, where we currently serve on the program management team. Projects have included the automated ground transportation system, maintenance facility relocation and expansion, Concourse B base building and tenant finish, toll plaza relocation, Concourse A commuter airline facility expansion and additional passenger loading bridges, terminal roadway improvements, terminal expansion and the canopy project, Module 4 parking structure and surface lot expansions, runways and taxiways, geotechnical investigations, civil work, and soil management.

Susan Ostergaard, Senior QA Inspector

Susan is a Senior Chief Inspector with over 17 years of experience in the industry (7 years with CTI). Susan has vast experience at DEN having worked on 20+ projects across the campus.

Mike Geving, Welding Inspector

Mike served as the QA Special Inspector for DEN during the Concourse A, B, and C expansions projects. His responsibilities included inspections for shop and on-site Jet Fuel Hydrant Piping inspection, deicing Glycol tanks and piping as well as structural steel. This also included tracking of materials through material test reports, NACE coating application, holiday testing, monitor pneumatic and hydrostatic pressure tests.

Alexander Bernier, Civil Inspector

Alexander is accomplished and knowledgeable individual whose work experience includes industries such as; food service, and construction. Most recently worked as a civil construction inspector and construction materials tester cultivating over seven years of experience in the construction trade.

Dale Lancaster II, Facility & MEP Inspector

Dale has 7 year's professional experience managing facilities and operations and over 39 years as a licensed electrician. He is experienced in managing jobs with crews of 20+ Electricians and Helpers from contract award to project completion. Dale has extensive knowledge of national electrical codes and specification re-search. I possess the ability to provide the necessary communication skills between General Contractors, Architects, and Vendors to ensure work is done efficiently, on schedule, within budget, and to code.

Hayel Dahleh, Construction Inspector

Hayel is hardworking experienced individual with a solid knowledge in ICC building code, ACI manual, AISC manual, CRSI manual of standard practice, and ASTM standards who has 5+ years of experience at DEN.

Michael Disney, Electrical Inspector & Jet Fuel Specialist

Michael is an electrical inspector for a wide variety of electrical, control, functional commissioning, jet fuel emergency shutoff systems, gate area apron pavement rehab, and airfield lighting systems. He has managed projects as the primary supervisor and supervised multiple trades with an emphasis on electrical, instrumentation, and fire/safety systems.

5

KEY PERSONNEL & ABILITY TO RESPOND

Teams Experience with Scope of Work



LSG provides expert advisory and assistance services for planning and managing major owner/agency capital infrastructure and technology programs. LSG's senior consultants' experiences come directly from having had program implementation responsibilities as past owner/agency executives or consultants.

DEN/ Scope Experience: LS Gallegos serves in a staff augmentation role supporting project management, construction management and quality assurance and inspection teams for all capital improvement projects at DEN and has served as a member of the Program Management Support Services Contracts and QA and Inspection Support Services Contracts for DEN's Airport Infrastructure Management (AIM) organization since 2000.

Glenn Vitale, Senior QA Inspector

Glenn has 40 plus years of experience in the construction industry managing and building architectural, civil and transportation-related projects including 22 plus years with the City County of Denver (CCD) at Denver International Airport (DEN) as an Owners' Representative. He is highly organized, a self-starter with proven strengths in contract administration, time management, cost management, prioritization, project and people management. Mr. Vitale is multi-task oriented and possesses strong public relation skills.

Craig Courtney, Senior QA Electrical & Building Inspector

Craig currently serves as the Senior Project Inspector for Electrical and Buildings at the Denver International Airport. He is versed with DEN standards and procedures and will ensure the highest level of quality assurance as he is demonstrating on Level 5.5 platform and BHS, Terminal Redevelopment Security, TSA CBRA, Great Hall Phase 1, Central Monitoring Facility, Switchgear Controller Upgrade, R22 Phase 1 replacement and many more.

George Carberry, Concrete Inspector

George demonstrates professional operations, manufacturing and project manager with numerous years of experience with Precast/Prestress Concrete Institute (PCI) certified companies and general construction. Successfully manages award-winning projects, supporting key client deliverables to the highest quality and customer satisfaction, while driving cost and timeliness. Business expertise includes estimating, contract execution, procurement/deliver of components, trade coordination and job-site logistics. George is a self-starter who approaches every project in an enthusiastic, analytical and detailed manner.

Troy Robinette, Plumbing & Facilities Inspector

Troy is a QA Plumbing Inspector currently serving as the DEN Plumber and Plumbing Supervisor as well as DEN QA Facilities Inspector. Troy oversees all phases of plumbing for new construction, maintains and repairs general plumbing components to include toilets, urinals, faucets, hose bibs, and drains. He also has experience performing installations, repairs or replacements to domestic hot and cold water lines, steam to hot water exchanges for major building heating systems.

William Ladd, QA Mechanical Inspector

William will serve as LSG's QA Mechanical Inspector, and has worked as a Mechanical Quality Control Inspector on the Concourse C East Expansion Project. William supervises contractors performance of work to ensure quality and correct workmanship. Supervisor tasks include, photographs and daily log of work performed while ensuring plans and submittals match the design, write observation or issue reports of unacceptable workmanship.

5

KEY PERSONNEL & ABILITY TO RESPOND

Teams Experience with Scope of Work



Shrewsberry offers a wide range of services pertaining to aviation planning and engineering including airfield design, airport planning, construction administration, and project and program management. The firm's aviation engineers and designers work on projects ranging from small general aviation airports to large hub airports and are prepared to plan and design for individualized needs. To complement the Aviation Engineering Services team, Shrewsberry has in-house construction service professionals to facilitate coordination with project stakeholders, allowing the firm to stay with the project from concept to completion. Shrewsberry also offers roadway design services for landside needs.

DEN/ Scope Experience: Shrewsberry's presence at DEN includes performing services for, Airport Planning, Airfield Design, and Program Management including, but not limited to, construction management, On-site construction observation, owner's technical representation, program management, project management and quality assurance/ quality control oversight.

Arthur L.C. Antoine, PH.D., PE, ASSOC. DBIA, Senior QA Inspector

Arthur has 18 years of civil engineering experience in design and construction, quality management, preparation and management of contracts, and owner representation. His experiences have covered various construction methods and materials including structural steel. He has done extensive research specializing in project delivery methods, particularly dealing with alternative contracting methods and associated features such as alternative technical concepts (ATCs). Arthur previously served in roles to ensure quality on projects including airports, hospitals, laboratories, civil infrastructure, highway, disaster mitigation, and water supply systems. He continues to provide expertise in quality management through design quality reviews and construction quality control roles.

Alfonso Vargas, Civil Inspector

Alfonso has over 17 years of civil engineering experience focused on design and construction activities. He is a successful project management professional experienced in the Six Sigma Processes and is a demonstrated leader in design, implementation, operations and quality control. Alfonso's extensive experience as a project manager provides him with the ability to manage every aspect of a project from inception to completion. He has been responsible for complete oversight of project performance including, project status, schedule, cost control, and change management systems. Alfonso is highly skilled at maintaining relationships with clients, designers, subcontractors and consultants, which allows him to coordinate personnel and project resources.

Christina Ashlock, Construction Inspector

Christina is an experienced construction professional with 9 years of experience in geotechnical engineering and construction services. She is proficient in contract administration, comprehending construction plans, specifications, and contractual commitments, estimation and change order management. Her skills include but not limited to material testing and sampling, level surveying, geotechnical bore layout, commercial inspection, and field testing. She is well-versed with relationship management and developing positive partnerships with public and clients.

Joseph Vigil, Construction Inspector

Joseph is an experienced construction professional with 21 years of experience in welding inspection and construction services. He is proficient in several fields ranging from but not limited to steel building structures, transportation trains, process piping units, pedestrian, highway bridges, and international airport terminal buildings.

5

KEY PERSONNEL & ABILITY TO RESPOND

Teams Experience with Scope of Work



Sunland Group, Inc. (Sunland) is a multidisciplinary company of professionals providing Architecture, Civil Engineering, Construction Management, Program and Project Management, for a variety of clients. As an SBE/MWBE Sunland strives to create incomparable value for our clients and complete our projects with a level of knowledge, integrity, and quality to meet or exceed expectations.

DEN/Scope Experience: Sunland is providing planning, programming, design, and construction of all facility developments at the Denver International Airport (DEN). Sunland provides quality assurance inspections of designated construction projects for the Airport Infrastructure & Maintenance (AIM) Development of DEN and prepares cost estimates and schedules. Services include contract preparation, site investigations, cost estimating, construction management, construction administration, change management, negotiations, value engineering/constructability reviews, and permit compliance.

Mike Copeland, Senior Mechanical Inspector

Mike Copeland has more than 27 years of experience in HVAC piping, plumbing, and construction of HVAC systems, in addition to construction inspection. He possesses a vast knowledge of construction industry best practices and standards. His experience encompasses performing material take-offs, field lay-outs, overseeing field crews, scheduling field equipment, pipe assembly, and pump and cooling tower installation. He has served as piping superintendent, field foreman, pipefitter, construction inspector, and HVAC/plumbing inspector and estimator. He is skilled with Freon piping systems and HVAC hydronics.

Keith Usher, VMA

Keith Usher, VMA, is currently Senior Vice President of PM/CM Services for Sunland Group, Inc. With over 24 years of experience, Keith has acquired a vast knowledge of the aviation industry. This includes his recent role as the Manager of the Project Management Office (PMO) for the Denver International Airport where he successfully implemented the divisions standards and procedures for the 5th busiest airport in the U.S. His biggest accomplishments included building strong and lasting relationships with many of the stakeholders and helping his team reach their personal and professional goals.

Rex Rice, Senior Chief Inspector

Rex has over 20 years of experience in inspection and enforcement of City and FAA standards and ordinances. Rex provides inspections of airfield construction projects, records daily activities, and manages manpower, equipment usage as well as coordinates schedules with contractors, airport operations and airlines. Rex's extensive knowledge includes concrete rehabilitation, installation of materials and DEN procedures. He is a highly dependable, ethical and hardworking member of the Sunland team. As Senior Chief Inspector, Rex is responsible for assigning inspectors to all airfield projects and coordinating their schedules. Rex is highly experienced in all aspects of airfield civil construction.

The projects presented on the following pages demonstrate our teams ability to deliver the services outlined in your RFP.

Our team members will contribute in their fields of expertise to the task orders as shown in the table on the following page. Team members will have meaningful roles in their areas of expertise and provide pointed mentoring where fitting. The percentage effort by each firm for each of the expected tasks identified in the RFP are listed below. We also show the overall percentage contribution to each task by Group14 and our subconsultants, who are leading the quality assurance work on the team.

TAB 6. COMPANY EXPERIENCE & QUALIFICATIONS



6

COMPANY EXPERIENCE & QUALIFICATIONS



DEN Concourse Expansion Projects

DENVER, CO

Group14 is providing commissioning and monitoring based commissioning consulting for the DEN Concourse Expansion projects. Group14, in partnership with Burns and McDonnell, are commissioning the A and B West projects totaling 620,000 SF.

Group14's scope includes commissioning of the following systems: HVAC, Power Distribution, Lighting, Plumbing, Life Safety, Building Enclosure, Deicing, Passenger Loading Bridges Pressurization, Monitoring-Based Commissioning, Special Systems.

OUTCOME/RESULTS: The Concourse B West expansion was owner occupied November of 2020 and the Concourse A West expansion is expected to be owner occupied fall of 2022. Throughout the entire design and construction process the commissioning team has become a trusted advisor and part of the project team as everyone looks to turn over a successful project to the owner. Our team's individual success was helping to take a commissioning process at the airport that was geared to commissioning central plants and successfully adapting it to the rest of the airport.

OWNER INFO

Denver International Airport
8500 Peña Blvd.,
Denver, CO 80249

PROJECT DATA

Size: 620,000 SF
LEED v4 Gold Certified
Completion Date: 2021

TOTAL Cx CONTRACT VALUE

\$4,291,100

TOTAL Cx GROSS FEES

\$1,547,343

REFERENCE CONTACT

William (Bill) Church
DEN, CEP Commissioning
Manager
William.Church@flydenver.com
828.242.3418

SUBCONTRACTORS

Group14 performed 36% as a subcontractor to Burns and McDonnell

6

COMPANY EXPERIENCE & QUALIFICATIONS



DEN Great Hall Expansion & Central Monitoring Facility

DENVER, CO

Upon recommending the Denver International Airport (DEN) Great Hall Project, Group14 was awarded the Commissioning of both the Great Hall and the Central Monitoring Facility. The projects include a renovation of the airport's Jeppesen Terminal to create an airport for the future with enhanced safety and security, a more intuitive passenger flow, and increased capacity to accommodate continued growth.

Group14's scope includes commissioning of the following systems: HVAC, Power Distribution, Lighting, Plumbing, Monitoring-Based Commissioning, Integrated Systems Testing, Special Systems.

OUTCOME/RESULTS: The owner-occupied Phase 1 of the Great Hall project November of 2021. The commissioning team was successfully able to leverage lessons learned from previous DEN project to aid in the smooth transition during occupancy.

OWNER INFO

Denver International Airport
8500 Peña Blvd.,
Denver, CO 80249

PROJECT DATA

Size: 1,500,000 SF
LEED v4 Gold
Completion Date Phase 1: 2021
Phases 2 & 3 are ongoing

TOTAL Cx CONTRACT VALUE

Phase 1: \$477,480
Phase 2: \$580,865

TOTAL Cx GROSS FEES

Phase 1: \$449,627
Phase 2: ongoing

REFERENCE CONTACT

Steven Anticknap
DEN, Mechanical Engineer and
Commissioning Coordinator
Steven.Anticknap@flydenver.com
303.342.5769

SUBCONTRACTORS

Burns and McDonnell - performed
26% of work.

6

COMPANY EXPERIENCE & QUALIFICATIONS



DEN R22 Phase 1 & Phase 2 Projects

DENVER, CO

As part of the DEN commissioning on-call contract that Group14 holds with Burns and McDonnell, we commissioned 26 unitary pieces of equipment including split systems, fan-coils, thru-wall units and computer room air-conditioning units as part of the Phase 1 project. From the design through testing and beyond, we have worked closely with DEN O&M staff to ensure a smooth and seamless replacement process. The Phase 2 project is in design and appears to include over 150 pieces of equipment.

Our commissioning scope included: Design review and coordination, Design and construction coordination, Submittal review, Construction site observations, Draft and execute Functional Testing Procedure, Issues management and coordination, commissioning reporting.

OUTCOME/RESULTS: During the Phase 1 project the commissioning team was able to find and identify many issues that often arise when retrofitting existing equipment. As part of this effort, we were able to work with the design and contract team to help deliver systems that meet the owner's requirements not just a replacement. We have been applying these lessons learned to the Phase 2 project.

OWNER INFO

Denver International Airport
8500 Peña Blvd.,
Denver, CO 80249

PROJECT DATA

Phase 1: (26) Unitary Equipment Replacements - 2020 Completion
Phase 2: (280+) Unitary Pieces of Equipment

TOTAL Cx CONTRACT VALUE

Phase 1: \$115,000
Phase 2: \$190,000

TOTAL Cx GROSS FEES

Phase 1: \$56,500
Phase 2: \$190,000

REFERENCE CONTACT

Don Saal
DEN, Program Manager
Don.Saal@flydenver.com
303.342.4772

SUBCONTRACTORS

Group14 performed 49% as a subcontractor to Burns and McDonnell

6

COMPANY EXPERIENCE & QUALIFICATIONS



DEN QAISIS Projects

DENVER, CO
Shrewsberry, **Sunland Group**, and **LSG** are performing as subconsultants for the Quality Assurance and Special Inspection services management for the Denver International Airport Infrastructure Management (AIM) Development Division. These on-call contracts provide DEN with technical staff to manage their Quality Assurance Program requirements within the department's Project Management Guidelines based upon benchmarking, best practices at leading international airports.

The project consists of design and record document quality assurance for all AIM – Development Division Sections mentioned above and ensures compliance with DEN's Revit and Civil 3D BIM model standards and protocols. It also verifies design and as-built record documents are compatible with the GIS-linked BIM model that DEN has developed for all airport and airfield assets and, further, that such documents contain information and conform to standards established for bi-directional communication with Maximo, DEN's asset management and maintenance system.

OUTCOME/RESULTS: High-quality, enduring assets throughout the airport. DEN has been very satisfied with the **Shrewsberry** team. Our team is known for being detail oriented and capable of leading efforts on difficult tasks.

OWNER INFO

Denver International Airport
 8500 Peña Blvd., Denver, CO 80249

PROJECT DATA

LSG, **Shrewsberry** and **Sunland Group** are providing special inspection services for this project.
 Completion Date: 2022

TOTAL QA CONTRACT VALUE

\$4,291,100

TOTAL QA GROSS FEES

\$4,291,100

REFERENCE CONTACT

Glenn Frieler
 DEN, Quality Assurance Manager
 Glenn.Frieler@flydenver.com
 828.242.3418

SUBCONTRACTORS

LSG - 11.5 %

Shrewsberry - 2%

Sunland Group - 5.5%

all performed work as a subconsultant to AECOM for this project.

6

COMPANY EXPERIENCE & QUALIFICATIONS



DEN Project Management Support Services (PMSS)

DENVER, CO

Shrewsberry is a member of the JA Watts Program Management Support Services team performing program management for the Denver International Airport Infrastructure Management Group. This contract provides DEN with technical staff to manage their capital improvement projects on a task order basis. This is an on call staffing and support service contracts which DEN has used prior to, during, and since DEN was built.

Shrewsberry is providing design management, project management, and construction inspection services in support of DEN's facility and airfield development program. Our project managers are managing projects from design development to construction close-out. To date, our staff has worked on mechanical, electrical, and plumbing upgrades, runway 17L-35R construction, and the Apron Rehabilitation Program. Additionally, we are providing special inspection services for site/civil, concrete, structural steel and welding, mechanical and plumbing piping.

OUTCOME/RESULTS: DEN has been very satisfied with the **Shrewsberry** team, this is the second contract and we have had a team member on the PMSS since 2014. Contract is set to expire in summer of 2023. We have had between 3-4 project managers throughout the contract. We are regularly requested for projects in need of leadership and direction.

OWNER INFO

Denver International Airport
8500 Peña Blvd., Denver, CO 80249

PROJECT DATA

Project and Program Management Services
Completion Date: ongoing

TOTAL QA CONTRACT VALUE

\$20,000,000

TOTAL QA GROSS FEES

\$5,000,000

REFERENCE CONTACT

Lorie Moghaddam
J.A. Watts, Director of Airports - West
LMoghaddam@jwincorporated.com
312.997.3720

SUBCONTRACTORS

Shrewsberry performed work as a subconsultant to JA Watts, Inc., for this project.



6

COMPANY EXPERIENCE & QUALIFICATIONS



DEN Airport Hotel and Transit Center

DENVER, CO

Shrewsberry was part of the Construction Management team for the Denver International Airport (DEN) Hotel and Transit Center.

The south terminal and landside expansion included the construction of a structural foundation system, five level podium, nine level hotel structure, public transit center, DEN train platform and canopy and the level 5 plaza and plaza canopies. Work also included the extension of the AGTS structure from the face of the existing terminal into the new public transit center, extension of the existing baggage handling system from the terminal into the podium and the integration of the existing tent roof structure with the new construction.

Shrewsberry provided fast-track preconstruction services, and led the quality control program for the construction management team. The scopes of work included site/civil, concrete, enclosures, structural steel and welding, interiors, mechanical, electrical, plumbing, and commissioning.

OUTCOME/RESULTS: This was our first opportunity at DEN. DEN was very satisfied with the performance from our **Shrewsberry** team and lead to our transition into future opportunities..

OWNER INFO

Denver International Airport
8500 Peña Blvd., Denver, CO 80249

PROJECT DATA

Shrewsberry provided special inspection services for this project.
Completion Date: 2015

TOTAL Cx CONTRACT VALUE

\$4,291,100

TOTAL Cx GROSS FEES

\$4,291,100

REFERENCE CONTACT

Denise Anderson
AECOM, Project Manager
Denise.anderson@aecom.com
303.829.0976

SUBCONTRACTORS

Shrewsberry performed work as a subconsultant to AECOM for this project.



DEN REQUIRED FORMS



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

City and County of Denver
Denver International Airport

Proposer: Group14 Engineering, PBC Date: May 20, 2022

Bill Poole, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated April 22, 2022, for RFP NO.202262512, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

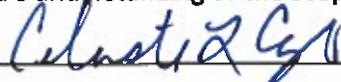
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: Addendum - 1 issued on 5/9/22

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

Signature: 

Type or print name: Celeste Cizik | cc: Nick Buike

Proposer's Business Address: 1325 East 16th Avenue, Denver, CO 80218

E-mail address: ccizik@group14eng.com | cc: nbuike@group14eng.com

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: Group14 Engineering, PBC

Proposer Address: 1325 East 16th Avenue, Denver, CO 80218

Phone: (303) 861-2070 Fax (303) 830-2016

Email: ccizik@group14eng.com | cc: nbuike@group14eng.com

Federal Identification Number: 84-1213283

Principal in Charge (Name & Title): Celeste Cizik, Principal | CEO | Existing Buildings Director

Project Manager for this RFP (Name & Title): Nick Buike | Commissioning Team Leader

Equal Employment Opportunity Officer: _____

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

Argonaut Insurance Company, Sentinel Insurance Co,

Pinnacol Assurance, and Travelers Casualty And Surety Company

**Parent Company Information
(If Applicable)**

Name of Company: N/A

Address: N/A

Phone: N/A Fax: N/A

Contact Person: N/A

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

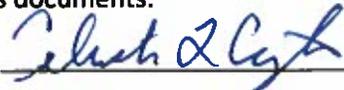
If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

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

N/A

CERTIFICATION

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

Signature  Title Principal | CEO | Existing Buildings Director

Print Name Celeste Cizik

Date May 20, 2022

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

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

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

The undersign affirms that Group14 Engineering, PBC (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Principal | CEO | Existing Buildings Director

Print Name Celeste Cizik

Date May 20, 2022

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

Group14 Engineering, PBC entered a tolling and joint defense agreement with
Architecnics (4/2017) in their arbitration with The Salvation Army concerning the Ray &
Joan Kroc Community Center in Quincy, Illinois. Architecnics settled the case with The
Salvation Army in April 2020. The resolution did not result in Group14 Engineering, PBC
paying anything beyond our own attorney fees.

Attachment 1, Part 4 SBE Forms

DSBO FORMS

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

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



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

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

COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing 50 %.

The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to 50 % Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm): Group14 Engineering, PBC

Firm's Representative: Celeste Cizik

Title: Principal | CEO | Existing Buildings Director

Signature (Firm's Representative):

A handwritten signature in blue ink that reads "Celeste Cizik".

Date: May 20, 2022

Address: 1325 East 16th Avenue

City: Denver

State: CO

Zip: 80218

Phone: (303) 861-2070

Email: ccizik@group14eng.com



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

City & County of Denver Contract No.: 202262512

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

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

Contractor/Consultant		
Name of Firm: Group14 Engineering, PBC		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Celeste Cizik Principal		
Signature: <i>Celeste Cizik</i>		Date: May 20, 2022
Address: 1325 East 16th Avenue		
City: Denver	State: CO	Zip: 80218
Phone: (303) 861-2070	Email: ccizik@group14eng.com	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Shrewsberry & Associates, LLC		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Alfonso Vargas		
Phone: (720) 408-1130	Email: avargas@shrewsusa.com	
Type of Service: Quality Assurance		

Name of Firm: Sunland Group, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Keith Usher		
Phone: (713) 449-9952	Email: kusher@sunlandgrp.com	
Type of Service: Quality Assurance		

Name of Firm: LS Gallegos & Associates, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Melanie Urso		
Phone: (303) 790-8474	Email: murso@lsgallegos.com	
Type of Service: Quality Assurance		



Name of Firm: Civil Technology, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Rico Nelson			
Phone: (303) 292-0348		Email: rico.nelson@civiltechnology.com	
Type of Service: Quality Assurance			

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

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

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

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

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

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

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

TAB 2. EQUITY, DIVERSITY, AND INCLUSION (EDI) PLAN



2

EQUITY, DIVERSITY, AND INCLUSION (EDI) PLAN

Diversity, equity, and inclusion are foundational principles, central to the fulfillment of Group14's mission and vision. Group14 Engineering is a certified small business enterprise (SBE), Women's Business Enterprise (WBE), and disadvantaged business enterprise (DBE) with the City and County of Denver.

Group14 is committed to justice, equity, diversity, and inclusion in our culture, our community, and our workplace. To that end, we have a staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, which guides the firm's efforts to apply these core principles throughout our corporate decision-making.

A. Equity, Diversity, and Inclusion Strategies

As an SBE, we understand the value of providing opportunities for small, diverse, and historically disadvantaged businesses. Our role as sub-contractor on DEN projects is as often as the WBE representative. For this pursuit, we have utilized our role as the prime consultant to recruit and utilize SBEs/MWBEs/DBEs as key partners. This included bringing on Shrewsberry (SBE/MWBE/DBE/ESB), Sunland Group (SBE/MWBE/DBE), CTI, (SBE/MWBE/DBE/ESB/ACDBE), and LSG (SBE). Finally, we are committed to implementing various strategies to increase partnerships with SBE businesses, including maintaining a list of qualified firms in our project management software and setting our own internal supplier diversity goals.

B. Technical Assistance & Support Services

Prompt Payment: As a small business, Group14 understands that one of the biggest challenges that disproportionately affects small and disadvantaged businesses is cash flow. To address this, we have a policy of prompt payment. Throughout the project, our Project Manager keeps in close contact with subcontractors to ensure all required documentation is submitted in a timely fashion, so they are paid as soon as possible after invoicing.

Mentoring: As a SBE and a MWBE we have invested in cooperative programs that encourage diversity. This includes partnerships with local colleges and universities to encourage underrepresented students to pursue engineering careers. Many of our staff members are involved in organizations like the Louis Stokes Alliance for Minority Participation (LSAMP), a program that aims to support inclusion and diversity in STEM. Through the Denver Scholarship Foundation (DSF), Group14 has an annual scholarship for minority students pursuing degrees in engineering. In addition to the financial support, we offer participating students an opportunity to intern at Group14.



C. Procurement Process

As a small business ourselves, we're in a unique position to understand the barriers that similar firms face in taking advantage of procurement and contracting opportunities. When we are the prime consultant, we attend events and pre-bids looking to build relationships with other SBE firms. As the pursuit becomes more defined, we will reach out to qualified firms. We use resources like the Colorado Office of Economic Development and International Trade's Minority Business Office Business Directory to assist with identifying diverse businesses that are registered as SBE, MWBE, DBE, and EBEs.

D. Communication and Vendor Management

We use the same strategy for project management and communication with SBE subcontractors as we do with non-SBE subcontractors. This includes

Clear Communication & Expectations: We make sure vendors understand project expectations for reporting and communicating with Group14, including how to provide monthly reports, invoices, and data. This includes not just what information is expected but also when and how to provide it.

Technology: When working with other subcontractors, we coordinate with the client and the entire project team to determine which tools and platforms will be used to coordinate the work.

Management and Transparency: We also know an effective project manager is an essential component to subcontractor success and our project management process involves communication, monitoring, and feedback. Finally, we believe inclusive teams are characterized by open communication, transparent decision making, and creativity which is the core of our process when working with both our clients and subcontractors.

E. Past Performance

Group14 promotes equity, diversity, and inclusion both internally and externally in variety of ways, including:

Racial Justice Programs: Group14's staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, was formally established in 2020 to provide a focused effort towards addressing racial justice. The committee guides the firm's efforts to apply diversity as a core principle throughout our corporate culture. It's also the committee's responsibility to research and delegate JEDI-focused charitable giving allocations to support non-profit organizations devoted to racial equity. In 2021, Group14 supported the following programs:

- Colorado Criminal Justice Reform Coalition (CCJRC): CCJRC is a non-profit whose mission is to eliminate the overuse of the criminal justice system and advance community health and safety.
- The Black Resilience in Colorado (BRIC) Grants: This program directs resources to address systemic racism and its impact on Black communities across the seven-county Metro Denver region.
- LSAMP-Metro Denver STEM Alliance: This organization serves underrepresented minority students interested in STEM fields through advising, mentorship, campus resources, college and industry visits, research opportunities, and internships.

Scholarships/Mentorship: We work with organizations like the Denver Scholarship Fund (DSF) to provide industry exposure and mentorships to minority students. Group14 has partnered with DSF since 2019 to help minority and women Denver Public Schools graduates seeking degrees in engineering and/or environmental sciences through an annual scholarship of \$10,000. Some of the scholars have had summer internships with us as well.

Memberships and Certifications: To demonstrate our commitment to social justice and equity issues, Group14 is a JUST labeled organization. **Just.** is a detailed framework for organizations to evaluate themselves in areas of diversity & inclusion, equity, employee health, employee benefits, stewardship, and local sourcing/purchasing.



Group14 is proud to be a Certified B Corporation. This prestigious designation is awarded to companies that use the power of business to solve social and environmental problems. BCorps must meet high standards of social performance, transparency and accountability. Our firm is a member of B:Civic Colorado, a force of local business leaders who are “passionate about giving back” to the community. In 2021, we were named a Civic 50 Colorado, which recognized Group14 as one of the most community-minded companies in Colorado– determined by an independently administered and scored survey.

Promoting the Growth & Success of SBE Businesses: We make good faith efforts to utilize SBE vendors whenever possible. For example, our promotional apparel vendor is DK Promotions Colorado, a minority-owned, DBE. We also use Digital Frontier, an SBE/WBE, for all our printed marketing collateral.

F. Proposer’s Culture

EDI is a central tenet of our business and is demonstrated by the following:

Charitable Giving: Group14 recognizes that our firm can achieve a positive social impact through the strategic and generous use of finances. As a direct demonstration of this we give at least 1% of our annual net revenue to charity. Our guiding principles for company-directed giving are outline by the following criteria and goals:

- Reduce impact on environment and support Group14’s mission.
- Address Justice, Equity, Diversity, and Inclusion with emphasis on developing a more diverse workforce within the building sustainability and energy fields.
- Provide a local impact with a focus on Colorado and preference for Denver organizations who support low-income people and improve our community.



Above: Group14 staff volunteering at Delores Project, where we have a standing, monthly commitment to prepare meals.

Volunteerism & Community Involvement: Group14 impacts positive social change in our community through volunteering, covering 16 hours of paid time each year for employees to dedicate to a cause of their choice. Our team is also heavily involved with the Delores Project, a Denver organization which provides shelter and services for women and transgender individuals experience homelessness. As a company, Group14 prepares a monthly meal which provides an easily accessible volunteer opportunity for employees.

Education and Training: Our JEDI committee organizes regular trainings around structural racism, unconscious bias and other equity issues. In the last year, we've held trainings on the following topics: Preventing Discrimination and Sexual Harassment, Gender Identity, the Impact of Unconscious Bias, Multi-Generational Workforce & Ageism, Cross Cultural Awareness, and Microaggressions.

Hiring Practices: Group14 has a goal of recruiting and retaining a diverse workforce. Steps we've taken so far to achieve this include: Identifying recruitment resources and development of an unconscious bias resume rubric. Group14 also established a similar rubric for the interview process to ensure unconscious biases are eliminated from the interviewing process, and whenever possible involving a member of the JEDI team in the candidate selection process. Upon final resume and interview rubric scoring, the best candidate is offered a position.

Subconsultant Partnerships: As noted in Section E, we utilize certified SBEs for a variety of business needs. We also partner regularly with firms like Workshop8, a local SBE and MWBE, on affordable housing projects.

G. Future Initiatives

Below is a roadmap of work we hope to accomplish over the next five years, with one effort recently accomplished (although we're still working on materials associated with finalizing this initiative).



Diversity and Inclusiveness* in City Solicitations Information Request Form

Submission date: **12 May 2022, 9:33AM**

Receipt number: **173**

Related form version: **5**

Page 1/2

Business Email Address **ccizik@group14eng.com**

Enter Email Address of City and County of Denver
contact person facilitating this solicitation **contract.procurement@flydenver.com**

Please provide the City Agency that is facilitating this
solicitation: **Denver International Airport**

Project Name **Commissioning and Quality Assurance Services - SBE**

Solicitation No. (If Applicable) **202262512**

Name of Your Company **Group14 Engineering, PBC**

What Industry is Your Business? **Professional**

Street Address **1325 East 16th Avenue**

City **Denver**

State **CO**

ZIP Code **80218**

Business Phone Number **(303) 861-2070**

Business Facsimile Number **(303) 830-2016**

Page 2/2

1. How many employees does your company employ? **51 - 100**

1A. How many of your employees are full time? **50**

1B. How many of your employees are part time? **6**

2. Do you have a Diversity and Inclusiveness Program? **Yes**

2.1. Employment and retention? **Yes**

2.2. Procurement and supply chain activities? * **Yes**

2.3. Customer Service? **Yes**

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs.

This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

Diversity, equity, and inclusion are foundational principles, central to the fulfillment of our firm's mission and vision. Group14 Engineering is a certified women business enterprise (WBE) with the City and County of Denver, as well as a certified Women's Business Enterprise (WBE) with the Women's Business Enterprise National Council. The firm is also a registered small business enterprise (SBE) and disadvantaged business enterprise (DBE) with the City and County of Denver.

Group14 is committed to justice, equity, diversity, and inclusion in our culture, our community, and our workplace. To that end, we have a staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, which guides the firm's efforts to apply these core principles throughout our corporate decision-making. Our JEDI committee organizes regular trainings around structural racism, unconscious bias and other equity issues. In the last year, we've held trainings on the following topics: Preventing Discrimination and Sexual Harassment, Gender Identity, the Impact of Unconscious Bias, Multi-Generational Workforce & Ageism, Cross Cultural Awareness, and Microaggressions.

Cultivating a diverse workforce is an important part of our culture and we are a committed equal opportunity employer. Efforts to recruit and retain employees include:

- Identifying resources and developing partnerships for diverse recruiting
- Posting job descriptions with equity and inclusion in mind
- Developing diverse interview panel guidance, and whenever possible involving a member of the JEDI team in the candidate selection process As a further commitment of this, our company is devoted to mentoring, scholarship programs and internship opportunities for minority students.

Group14's budget in 2021 for internal DEI education and influencing change in our industry was upwards of \$50,000. This budget includes over \$15,000 in scholarships for higher education in our fields of work for underprivileged people of color, blacks and women. We have successfully hired summer interns through the scholarship programs and their compensation is included within the budget. This budget also covers staff time for leading JEDI efforts and participating in in-house educational events.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

Yes

5. How often do you provide training and diversity and inclusiveness principles?

Monthly

5.1 What percentage of the total number of employees generally participate?

76 - 100%

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

As a WBE and SBE, we understand the value of providing opportunities for small, diverse, and historically disadvantaged businesses. While our role as a prime contractor is often enough to meet the city’s diverse business utilization goals, in the rare event we are leading a pursuit, we still strive to recruit and utilize MWBEs as a matter of best practice and not just to meet a numerical goal. Group14 is committed to implementing various strategies to increase partnerships with MWBE businesses, including maintaining a list of qualified firms in our project management software and setting our own internal supplier diversity goals. We also promote equity in hiring vendors for our business and marketing support efforts. For example, we use the Digital Frontier, an SBE/WBE, for printed materials and DK Promotions Colorado, a minority-owned,

7. Do you have a diversity and inclusiveness committee?

Yes

8. Do you have a budget for diversity and inclusiveness efforts?

Yes

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?

No

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Check Here if the Above Statement is True.

Name of Person Completing Form

Madi Gore

Today's Date

05/12/2022

NOTE: Attach additional sheets or documentation as necessary for a complete response.

VII. ATTACHMENT 2, FORM W-9

FORM W-9

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

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

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Group14 Engineering, PBC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 1325 East 16th Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Denver, CO 80218	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	4		-	1	2	1	3	2	8	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶ **May 4, 2022**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Colorado 4582 S. Ulster St., Suite 600 Denver CO 80237	CONTACT NAME: Jessie Karlovitch PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: jessie.karlovitch@assuredpartners.com														
INSURED Group14 Engineering PBC 1325 E. 16th Ave. Denver CO 80218	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Co LTD</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C : Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Co LTD	11000	INSURER B : Pinnacol Assurance	41190	INSURER C : Argonaut Insurance Company	19801	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 104619049** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	34SBAPM3227	5/7/2022	5/7/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	34SBAPM3227	5/7/2022	5/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	34SBAPM3227	5/7/2022	5/7/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	3129038	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A D	Professional Liability Employee Dishonesty	N	N	121AE015170602 34SBAPM3227 107110555	7/20/2021 5/7/2022 6/21/2021	7/20/2022 5/7/2023 6/21/2022	Prof Per Claim 2,000,000 Prof Aggregate Limit 2,000,000 Employee Dishonesty 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 No owned autos on the Auto policy
 Sub-agreement No.148026578
 Project Name: DEN Great Hall Completion Airline Relocation Project.
 Project Number: WFXO4416

Jacobs and the Owner, the City and County of Denver, Denver International Airport are recognized as Additional Insured with respects to General Liability, Auto, and Umbrella policies (excluding Workers' Compensation) and is provided a Waiver of Subrogation if required by written contract but only to the extent of such contract.

CERTIFICATE HOLDER Sample COI, will provide finalized with Cyber Liability Insurance upon award <div style="border: 1px solid blue; border-radius: 50%; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> DEN Great Hall Completion Airline Relocation Project </div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

XI. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Group14 Engineering, PBC

is a

Corporation-Public Benefit Corporation

formed or registered on 01/14/1993 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19931004823 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/03/2022 that have been posted, and by documents delivered to this office electronically through 05/04/2022 @ 15:20:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/04/2022 @ 15:20:25 in accordance with applicable law. This certificate is assigned Confirmation Number 13997804 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

RESUMES



Group 14
ENGINEERING Inspiring Better Buildings



APPENDIX B. RESUMES



Matt Cooper, PE, CCP, CxA, LEED AP PRINCIPAL PROJECT MANAGER | CX DIRECTOR

As Group14's Commissioning Director, Matt establishes quality control, master specification templates, temperature control design documentation and has worked to create and implement measurement and verification plans. He manages and supervised personnel, projects, and contracts through each phase from contract to occupancy. Matt also has experience leading teams through design and commissioning of mechanical, electrical, and plumbing of fire protection systems.

Project Experience

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Fundamental and Enhanced Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Fundamental and Enhanced Commissioning for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, On-Call Commissioning Contract – Denver, CO

Commissioning for various projects throughout the airport including design reviews, passenger loading bridges, deicing, and concourse pumps.

Hyatt Hotel at Peña Station – Denver, CO

Commissioning for 144,000 SF hotel near the Denver International Airport.

Denver 911 Communication Center – Denver, CO

Commissioning for 43,000 SF that was incorporated into an existing structure. The building will host the City of Denver's 911 communication center.

EDUCATION

B.S. Architectural Engineering,
Kansas State University

CERTIFICATIONS

Licensed Professional Engineer in
CO, WY, DE, AL, and HI

Certified Commissioning
Professional (CCP)

Certified Commissioning
Authority (CxA)

U.S. Green Building Council
Legacy LEED AP



RESUMES



Nick Buike, CxA, H&V Class A

COMMISSIONING TEAM LEADER | SR. PM

Nick has 23 years of experience in the building operations and construction industry. He has vast experience installing, operating, and maintaining building systems. Nick enjoys having the ability to make a positive impact on how buildings are operated over their lifetime and worked his way up through the mechanical trades as an installer, service technician, controls technician, and project manager. Leveraging his background Nick enjoys the role commissioning plays on a construction project.

Project Experience

Denver International Airport, R22 Replacement – Denver, CO

Commissioning for the phased replacement of R22 refrigerants. R22 refrigerant is to be phased out per EPA guidelines by 2020.

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Fundamental and Enhanced Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Fundamental and Enhanced Commissioning for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, On-Call Commissioning Contract – Denver, CO

Commissioning for various projects throughout the airport including design reviews, passenger loading bridges, deicing, and concourse pumps.

Denver International Airport, American Express (AMEX) Lounge – Denver, CO

Fundamental Commissioning for a 14,822 SF LEED v4 Commercial Interiors lounge dedicated to American Express card holders.

EDUCATION

B.S. Mechanical Engineering
Technology, Metropolitan State
College of Denver

CERTIFICATIONS

Certified Commissioning
Authority (CxA)

City and County of Denver H&V
Class A Supervisor License

NFPA 72 Certification

Niagara AX Certified

EPA Section 608 Universal
Refrigerant Certification

IGSPA Ground Source Pump
Loop Installer



RESUMES



Seth Hodsdon, EIT

COMMISSIONING PROJECT MANAGER

Seth's role at Group14 is to provide technical expertise and creative solutions for building systems. He is passionate about maximizing the efficiency and value of a building for the occupants. Outside of work, Seth enjoys competing with his water polo team and exploring national parks. Prior to joining Group14, Seth spent his career working as a project engineer for a mechanical contractor.

Project Experience

Denver International Airport, R22 Replacement – Denver, CO

Commissioning for the phased replacement of R22 refrigerants. R22 refrigerant is to be phased out per EPA guidelines by 2020.

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Fundamental and Enhanced Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Fundamental and Enhanced Commissioning for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, On-Call Commissioning Contract – Denver, CO

Commissioning for various projects throughout the airport including design reviews, passenger loading bridges, deicing, and concourse pumps.

Platte River Power Authority Headquarters – Fort Collins, CO

Commissioning for a new two-story, 54,400 SF headquarters building. Campus includes extensive solar energy installation and a ground-source heat pump system.

EDUCATION

B.S. Mechanical Engineering,
University of Denver

CERTIFICATIONS

Engineer in Training (EIT)



RESUMES



Sonja Simpson, CEPSS

POWER & LOW-VOLTAGE COMMISSIONING ENGINEER

With experience as an electrical project engineer focusing on power, lighting, schematic fire alarm, photovoltaic, and special systems for economical and energy sustainability, Sonja incorporates her background in design engineering and business administration overseeing the installation and testing power systems. Her knowledge in electrical design engineering, organizational, and inter-disciplinary skills have aided in the managing large-scale projects from design phase through acceptance.

Project Experience

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Power Systems Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Power Systems Commissioning for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, On-Call Commissioning Contract – Denver, CO

Power Systems for various projects throughout the airport including design reviews, passenger loading bridges, deicing, and concourse pumps.

Denver International Airport, American Express (AMEX) Lounge – Denver, CO

Power Systems and Life-Safety Commissioning for a 14,822 SF LEED v4 Commercial Interiors lounge dedicated to American Express card holders which includes food and beverages areas, restrooms, and showers.

EDUCATION

B.S. Design, Montana State University

CERTIFICATIONS

Certified Emergency Power System Specialist (CEPSS)

Geographical Information Systems Certification



RESUMES



Zach Taylor, PE

COMMISSIONING ENGINEER

Zach's role at Group14 is to enhance new construction building performance and operations. He is passionate about having an impact on minimizing building energy use and maximizing the efficiency and value of a building for its occupants. Zach's expertise ranges from onsite energy assessments, equipment verification, controls, energy data analytics and basic photovoltaic systems commissioning.

Project Experience

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Fundamental and Enhanced Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Fundamental and Enhanced Commissioning for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

National Western Center (NWC), Central Utility Plant (CUP) – Denver, CO

Commissioning for the new Central Utility Plant at the new CSU/NWC campus in Denver. The Central Utility Plant will serve the entire campus.

National Renewable Energy Laboratory (NREL), Critical System & Alarms – Golden, CO

Commissioning for a 48,880 SF Critical Systems & Alarms facility on the NREL campus.

Northern Colorado Water Conservation District (NCWCD) – Berthoud & Granby, CO

Commissioning consulting for SITES certification.

EDUCATION

B.S. Mechanical Engineering,
Georgia Institute of Technology

CERTIFICATIONS

Licensed Professional Engineer
in CO



RESUMES



Pachia Moua, LC

LIGHTING COMMISSIONING PROJECT MANAGER

Pachia's role is to support all sectors at Group14 with her expert knowledge of lighting and lighting controls. Pachia executes design reviews, submittal reviews, lighting controls review meetings, and oversees the installation and testing of the lighting systems. She has served as lighting commissioning agent for over 100 projects and is an expert in AGi32 illumination engineering software and IEQc8.2 Quality Views and Light Pollution Reduction documentation.

Project Experience

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Fundamental and Enhanced Lighting Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Fundamental and Enhanced Lighting Commissioning for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, American Airlines Relocation – Denver, CO

Lighting consulting for energy and lighting power densities for this LEED v4 commercial interior relocation of the American Airlines gates and lounge.

Hyatt Hotel at Peña Station – Denver, CO

Lighting Commissioning and Sustainable Consulting services for 144,000 SF hotel. Energy Consulting for lighting system from design to occupancy.

Element Tower Hotel DIA – Denver, CO

Lighting Commissioning services for 84,000 SF hotel. Energy Consulting for lighting system from design to occupancy.

EDUCATION

B.S. Interior Design, Westwood College of Technology

CERTIFICATIONS

NCQLP Lighting Certified (LC)



RESUMES



Ryan Mitchell

LIGHTING COMMISSIONING ENGINEER

Ryan has six years of experience in the energy efficiency and sustainability field empowering people to think critically about their lighting systems. Ryan brings expert knowledge of LED lighting and lighting controls to provide buildings owners and occupants cost and energy savings through their lighting and electrical systems. Ryan assists with operational project management and rebate administration to assure customer satisfaction from project start to completion.

Project Experience

***Central Bucks School District – Doylestown, PA**

Exterior lighting upgrades consulting for 26 schools totaling over 3,000,000 SF. Replaced all HID pole heads, wall packs, flood lighting and accent lighting. The project included photocell controls, or astronomical time clocks installation depending on the facility.

***Unionville High School – Kennett Square, PA**

Interior lighting upgrades consulting for a 350,000 SF high school. Project included interior fixtures converted through smart lighting system through RAB, and occupancy and dimming schedules set throughout the school.

***St. Patrick's Church & School – Philadelphia, PA**

Interior and exterior lighting upgrades for a 150,000 SF church and school built in 1839. Project included photocells for all exterior fixtures, code violation corrections, and added occupancy sensors to all common areas, living quarters, and portions of the school.

***Devon Preparatory School – Philadelphia, PA**

Interior and exterior lighting upgrades for a 200,000 SF preparatory school. Project included photocells for all exterior fixtures, and interior occupancy added to all applicant areas such as hallways, offices, common areas, restrooms and stairwells.

EDUCATION

B.S. Environmental Science,
Political Science Minor,
Eastern University, St. David's
Pennsylvania

**Denotes work with previous
firms*



RESUMES



Scott Tonn, CxA, CEM, LEED AP SR. COMMISSIONING PROJECT MANAGER

Scott is a Commissioning Coordinator & Project Manager overseeing the design, installation, and functionality of new and retrofitted building. His passion is providing highly efficient buildings to owner while meeting their operational and maintenance needs. Scott has over 25 years of HVAC experience and expertise in the building automation and energy management industry. He has performed design services on commercial HVAC control systems and the installation, maintenance, commissioning, and repair of electronic and mechanical components of these systems.

Project Experience

Denver International Airport, Fire Station #35 – Denver, CO
Commissioning of the Denver International Airport, 18,000 SF fire station. Project achieved 48% energy cost savings.

Denver Federal Center – Denver, CO
Commissioning of campus wide upgrade of the controls systems and sequences to all existing buildings (several million SF). Denver Federal Center is the second largest federal facility outside of the pentagon.

Lockheed Martin, Gateway Center – Littleton, CO
Commissioning for a 266,000 SF industrial aerospace engineering facility.

Jefferson County School District, Alameda & Green Mountain – Lakewood, CO
Fundamental Cx for HVAC and controls systems at 9 local schools. Included boiler and chiller plants, air handlers, RTUs, domestic water systems, and terminal units at each school.

Denver Public Schools, Slavens School – Denver, CO
RCx of the boilers, air handlers, and terminal units for issues resolution and to make recommendations for further upgrades to enhance the systems that were not upgraded.

EDUCATION

HVAC Diploma, Denver Institute of Technology

CERTIFICATIONS

Certified Commissioning Authority (CxA)

Certified Energy Manager (CEM)

U.S. Green Building Council Legacy LEED AP



RESUMES



David Chavez-Diaz, CCD Stationary Engineer

COMMISSIONING ENGINEER

David has 15 years of experience in building operations working as a stationary engineer. He has vast experience working in mission critical facilities. Coming from the role as a stationary engineer David enjoys having the ability to make a positive impact on how buildings are operated. David has experience with controls, refrigeration, steam plants, chilled water plants, electrical generation and managing critical environments in a health care setting.

Project Experience

Anschutz Medical Health Sciences Building - Aurora, CO

Fundamental and Enhanced Commissioning for the new medical office and lab building. The building totals over 390,000 SF.

Westminster Block 3 Apartments - Westminster, CO

Fundamental Commissioning for the LEED v4 project totaling over 236,000 SF.

***Saint Joseph Hospital – Denver, CO**

Worked as a stationary engineer for 10years working on central steam and chilled water plants.

EDUCATION

A.A.S Electro-Mechanical Industrial Maintenance, Red Rocks Community College, Lakewood, CO

CERTIFICATIONS

City and County of Denver (CCD) Stationary Engineer: CERT3108394

Class A/B/C Petroleum Storage Tank Operator

**Denotes work with previous firms*



RESUMES



Celeste Cizik, PE, CEM, PMP, LEED AP

MBCx/EBCx PRINCIPAL | EXISTING BUILDINGS DIRECTOR

As the Director of Existing Buildings and Monitoring Based Commissioning Services at Group14, Celeste's role is to lead a team of experts to deliver technical energy services and implement monitoring-based commissioning software. She has over 19 years of experience in the building systems field including mechanical system design, retro-commissioning, energy audits, energy training, building analytics, and sustainability planning. Celeste has managed large project teams including retro-commissioning for multi-million-dollar projects and energy analytics deployment for complex campuses. She is an instructor for the Building Operator Certification (BOC) program and presents at conferences nationally.

EDUCATION

MBA, University of Colorado, Boulder

B.S. Architectural Engineering, University of Colorado, Boulder

CERTIFICATIONS

Licensed Professional Engineer in CO

Certified Energy Manager (CEM)

Project Management Professional (PMP)

U.S. Green Building Council Legacy LEED AP

Project Experience

Denver International Airport, MBCx – Denver, CO

Developed and deployed SkySpark analytics software for concourse expansion and great hall terminal projects.

Sandia National Laboratories – Albuquerque, NM & Livermore, CA

SkySpark implementation is being performed for the DOE national laboratory to actively monitor equipment in over 6 million sf (0.56 million m²) of building area. Monitoring includes the central plant and metering across the New Mexico and California campuses.

National Renewable Energy Laboratory (NREL) – Golden, CO

SkySpark fault detection analytics software deployment and customization for over 1.5 million sf (0.14 million m²) of combined laboratory and office on the NREL campus including the main campus central plant. Retro-commissioning of the FTLB and S&TF facilities. Three rounds of EISA energy audits performed.



RESUMES



Grace Pedersen, PE, BCxP, CEM, CMVP, SkySpark CP

MBCx/EBCx PROJECT MANAGER

Grace's role at Group14 is to enhance new construction and existing building performance and operation. She is passionate about having an impact on minimizing building energy use through verifying system operation and optimizing equipment sequences. Grace manages large projects on complex campuses including retro-commissioning, monitoring based commissioning and other related energy consulting services.

Project Experience

Denver International Airport, MBCx – Denver, CO

Developed and deployed SkySpark analytics software for concourse expansion and great hall terminal projects.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Fundamental, Enhanced, and Monitoring-based for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, R22 Replacement – Denver, CO

Commissioning for the phased replacement of R22 refrigerants. R22 refrigerant is to be phased out per EPA guidelines by 2020.

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Fundamental, Enhanced, and Monitoring-based Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver International Airport, On-Call Commissioning Contract – Denver, CO

Commissioning for various projects throughout the airport including design reviews, passenger loading bridges, deicing, and concourse pumps.

EDUCATION

MEE, Energy Engineering,
University of Illinois at Chicago

B.S. Civil & Environmental
Engineering, University of Illinois
at Urbana-Champaign

CERTIFICATIONS

Licensed Professional Engineer
in WA

Building Commissioning
Professional (BCxP)

Certified Energy Manager (CEM)

Certified Measurement &
Verification Professional (CMVP)

SkySpark Certified Professional



RESUMES



Bryce Buchanan, PE, CCP, CEM, SkySpark CP

MBCx/EBCx PROJECT MANAGER

Bryce has nine years of experience in the building systems field, primarily in commissioning, retro-commissioning, building analytics, and energy audits. He has completed SkySpark monitoring-based commissioning software integration and analysis for millions of square feet of building area across a wide range of facility and system types. Bryce is passionate about getting down to the root cause of operational and tenant comfort issues and providing actionable and lasting solutions.

Project Experience

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Monitoring-based Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Sandia National Laboratories – Albuquerque, NM & Livermore, CA

SkySpark implementation is being performed for the DOE national laboratory to actively monitor equipment in over 6 million sf of building area. Monitoring includes the central plant and metering across the New Mexico and California campuses.

National Renewable Energy Laboratory (NREL) – Golden, CO

SkySpark fault detection analytics software deployment and customization for over 1.5 million sf of combined laboratory and office on the NREL campus including the main campus central plant. Retro-commissioning of the FTLB and S&TF facilities. Three rounds of EISA energy audits performed.

Lockheed Martin Controls Analytics and BAS Upgrade Support Services – Littleton, CO

Provided SkySpark analytics and BAS upgrade support for the Waterton Campus which encompasses over 3 million sf of building area. SkySpark analytics have been applied to a large central chilled water plant which identified over \$39,000/yr in operating cost savings.

EDUCATION

M.S. Civil Engineering,
University of Colorado, Boulder

B.S. Civil Engineering,
Washington University, St. Louis

CERTIFICATIONS

Licensed Professional Engineer
in CO

Certified Commissioning
Professional (CCP)

Certified Energy Manager (CEM)

SkySpark Certified Professional



RESUMES



Sade Odumuye, SkySpark CP

MBCx/EBCx ENGINEER

Sade is a building performance engineer at Group14, where she performs retro-commissioning and energy audits of existing buildings to identify energy and cost savings opportunities. She also develops and utilizes SkySpark software for monitoring-based commissioning of building operations. Sade has executed complex SkySpark development for large entities including national laboratories, higher education facilities, and an airport campus.

Project Experience

Denver International Airport, MBCx – Denver, CO

Developed and deployed SkySpark analytics software for concourse expansion and great hall terminal projects.

Denver International Airport, Great Hall Expansion & Central Monitoring Facility – Denver, CO

Fundamental, Enhanced, and Monitoring-based for the LEED v4 Gold Great Hall Expansion phased project totaling over 1,500,000 SF.

Denver International Airport, A&B West Concourse Expansions – Denver, CO

Fundamental, Enhanced, and Monitoring-based Commissioning for two LEED v4 Gold concourse expansions totaling over 1,000,000 SF.

Denver Building Performance Policy Tool – Denver, CO

Developed a spreadsheet model for the Energize Denver Task Force to utilize in the process of making policy recommendations. The tool is designed to evaluate the impacts of potential existing building policies which will improve health and equity, create clean energy, and drive climate solutions in buildings.

EDUCATION

M.S. Civil, Environmental and Architectural Engineering, University of Colorado, Boulder

B.S. Mechanical Engineer, Minor in Energy, Washington University, St. Louis

CERTIFICATIONS

SkySpark Certified Professional

**Relevant Experience | DEN
Projects**

- Pena Bridge Rehab
- Pena Welcome Sign
- Erosion Control 2017
- Triple Stack Project
- Fire Station 35
- Annual Pavement Rehab –
2017 Landside
- Quincy & Queensburg
Paving
- Erosion Control 2018
- Annual Pavement Rehab
2018 Landside
- Landside Employee
Temporary Lot
- GARDI SE
- GARDI NW
- Great Hall
- CCA A West Expansion
- CCB B West Expansion
- CCB B East Expansion
- CCC C East Expansion
- Terminal Tent
Maintenance
- ARFF Simulator Project
- ARFF 1 Roof Repair
- Boiler 2
- Pikes Peak Restoration
- Pump Rooms A&C

Certifications | Affiliations

- ACI Field Testing Level I
- Traffic Control Supervisor
- ACPA–Concrete
Pavement Inspector Level
I
- Erosion Control
Supervisor
- Commercial Building
inspector ICC
- Fire Inspector 1 ICC
- ACI Concrete
Construction Special
Inspector

Susan Ostergaard**Senior Chief Inspector– Civil Technology, Inc.****Professional Biography**

A highly motivated, enterprising, results oriented professional with proven ability to produce through innovative planning, cautious analysis, precise documentation and strategic implementation. Employ excellent oral and written communication to creatively meet the challenge of motivating and coordinating team cooperation.

Relevant Experience | Highlights**Senior Chief Inspector | Civil Technology, Inc. | April 2016
to Current**

- Performs inspections of buildings to confirm that the construction is in accordance with the submitted plans, codes, reviews submitted plans, reads / interprets blueprints, and inspects construction activities to ensure it is built in a safe manner and in accordance with the adopted codes, the plans, and specifications.
- Reviews quality of materials and methods of construction; Assists in the training of new inspectors.
- Special inspection for rebar and concrete.
- Manages Inspectors for new facility projects, reviews dailies, assists inspector with issues. Communicates with PM's, and PMT any issues, schedules and needs of project.
- Inspector evaluations, mentors and encourages inspectors to obtain more certifications.

Combination Inspector II

- Provides or coordinates technical inspections for: general construction, structural, concrete, and soils. Inspections and enforces compliance with applicable codes.
- Examines plans, specifications, submittals and RFI's to determine compliance with contract documents.
- Determines compliance or non-compliance with code or contract document requirements and recommends appropriate corrections, enforcement, and/or compliance action to remedy the compliance issues.
- Prepares written reports and maintains records of inspections performed.
- Constant communication with Denver International Airport Operation regarding traffic control, striping/removals and lane closures.



GLENN VITALE

SUMMARY

Mr. Vitale has 40 plus years of experience in the construction industry managing and building architectural, civil and transportation-related projects including 22 plus years with the City County of Denver (CCD) at Denver International Airport (DEN) as an Owners' Representative. He is highly organized, a self-starter with proven strengths in contract administration, time management, cost management, prioritization, project and people management. Mr. Vitale is multi-task oriented and possesses strong public relation skills.

CAREER HISTORY

1998 – Present - Denver International Airport ***Senior Project Inspector - AECOM***

Extensive knowledge in UBC/IBC codebooks, ACI, ASTM, DEN Standards and Specifications, Colorado Material Standards, General Contract Conditions, Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

Responsibilities include reviewing architectural, mechanical, and electrical plans, specifications, and construction contracts. Coordination with local, state, and federal regulatory agencies, design consultant and project managers. Monitoring the contractors' daily progress to ensure compliance with codes, plans and specifications. Additional duties include coordinating and approving changes, reviewing and approving contractor pay applications, RFI's and submittals.

Proven knowledge, skills and abilities in contract administration, project experience ranging from managing new construction of buildings and structures, tenant improvements, airport baggage systems, roadways, drainage systems and relocation or installation of new utilities.

SELECT DEN PROJECT EXPERIENCE

- Currently assigned to the CBRA ICS project that allows the airport the capability to screen baggage for threats and deliver to appropriate carrier from any input station in the terminal. Heavy emphasis on structural steel, MEP coordination and BHS installation.
- Lead Project Inspector on 5.5 BHS baggage project. This integrated project encompassed the entire terminal footprint and allowed the airport to transfer baggage from the northernmost check-in points to the southernmost check-ins. Heavy emphasis on structural steel as elevated platform required erection throughout the terminal. Once platform erection was completed, an entire BHS system was installed.
- Lead Project Inspector retrofitting 30 new PCA (portable condition Air) units for United Airlines on concourse B gates. Apron work requiring coordination with airfield operations and United Airlines operations as well.



ARTHUR L.C. ANTOINE, PH.D., P.E., ASSOC. DBIA

Senior Inspector



Arthur has 18 years of civil engineering experience in design and construction, quality management, preparation and management of contracts, and owner representation. His experiences have covered various construction methods and materials including structural steel. He has done extensive research specializing in project delivery methods, particularly dealing with alternative contracting methods and associated features such as alternative technical concepts (ATCs). Arthur previously served in roles to ensure quality on projects including airports, hospitals, laboratories, civil infrastructure, highway, disaster mitigation, and water supply systems. He continues to provide expertise in quality management through design quality reviews and construction quality control roles.

EDUCATION	PROJECT EXPERIENCE
<p>Ph.D. Construction Engineering and Management, University of Colorado at Boulder</p> <p>M.S. Ocean Engineering, Texas A&M University</p> <p>B.S. Civil Engineering, University of the West Indies</p>	<p>Quivas Building Remodel Project Denver Water– CO</p> <p>Arthur was assigned as the construction site inspector for this building renovation and expansion project to house Denver Water’s personnel at 555 Quivas Street. The project involved the remodeling of the internal space in an existing 20,000 square foot building and construction of a prefabricated metal building as an expansion of the existing structure.</p>
<p>REGISTRATIONS</p>	<p>Denver Water 2020 Mains Replacement Denver Water– CO</p>
<p>Professional Engineer CO</p>	<p>Arthur filled in as the assigned site inspector for this project, the project consisted of replacing mains in 14th Avenue from Corona to Humboldt Street, Marion Street from 14th Avenue to 10th Avenue, Vine Street from Easter Avenue to Geddes Avenue and Vine Circle as part of Denver Water’s Pipe Replacement and Lead Reduction Program. The program focused on replacing water mains for various reasons and replacing customer-owned lead service lines with copper water lines, at no direct charge to the customer, when discovered during a project.</p>
<p>AFFILIATIONS / CERTIFICATIONS</p> <p>Design-Build Institute Graduate Teaching Academy Fellow</p> <p>Associate DBIA - Design-Build Institute of America</p> <p>OSHA 30 Hour</p> <p>US Army Corps of Engineers - Construction Quality Management for Contractors</p> <p>CDOT Traffic Erosion Control (TECS)</p>	<p>Glenwood Springs Maintenance Facility Expansion Roaring Fork Transportation Authority – Glenwood Springs, Colorado</p> <p>As a Senior Project Manager on the RFTA Glenwood Springs Maintenance Facility Expansion project, Arthur’s duties include assisting the program management team particularly with program of requirements preparation, coordinating with various stakeholders, assisting RFTA with procurement, design management, technical assistance, value engineering, and oversight during construction. In executing his duties Arthur prepares and manages subconsultant contracts, coordinates with the client and subconsultants, coordinates subconsultant meetings, validates scope, performs design quality reviews, and prepares change orders for subconsultants. Arthur also prepared the risk register for the project, ranking and identifying potential risks with the project team and owner to decide on mitigating strategies.</p>



MIKE COPELAND

Mechanical Inspector

Mike Copeland has more than 27 years of experience in HVAC piping, plumbing, and construction of HVAC systems, in addition to construction inspection. He possesses a vast knowledge of construction industry best practices and standards. His experience encompasses performing material take-offs, field lay-outs, overseeing field crews, scheduling field equipment, pipe assembly, and pump and cooling tower installation. He has served as piping superintendent, field foreman, pipefitter, construction inspector, and HVAC/plumbing inspector and estimator. He is skilled with Freon piping systems and HVAC hydronics.

EDUCATION:

San Antonio College

University of Texas at San Antonio, Construction and Early Childhood Education

LICENSE/

REGISTRATION:

Master Plumber, Texas, #16057, 1986

TCEQ Backflow Tester and Repairman, Texas, 2012

TCEQ Backflow Prevention Assembly Tester, Texas, 2021-2024 License No. BP0007950

Continuing Education/ Training

U.S. Department of Labor, OSHA 10 Hour Course, Certification

Ferris State University - Big Rapids, Michigan, Refrigerant Transition and Recovery, Certification

U.S. Department of Labor, 10 Hour OSHA Course, Certification

PROJECT EXPERIENCE

The University of Texas System, Replacement Administration

Building, Austin, TX, Mechanical QA Inspector | The new, 19-story, mid-rise, modern office building consisting of two 1 ½-story underground levels and six levels of elevated parking, topped by seven floors of office space. Michael served as the Mechanical QA Inspector for this project.

City of San Antonio Aviation Department (SAAS), General Engineering Consultants On-Call Services, Airport Project

Programming Services, San Antonio, TX Quality Assurance Inspector | Sunland is serving as the major partner to RS&H in performing project programming services for SAAS. This on-call services contract allows SAAS to gain timely access to comprehensive airport planning, engineering, architectural, and project/construction management consulting services on an as-needed basis. Michael served as the MEP QA Inspector on several enabling projects.

Austin Independent School District, 2013 Bond Program Project

Management Staff, Austin, TX, Construction QA Inspector | Sunland is currently providing support to AISD staff with on-site project management staffing including cost control, project, scheduling, administrative, document controls support, construction inspection, and project management for the 2013 Bond Program.

Houston Airport System (HAS), Houston, TX, HVAC/Plumbing

Inspector | Sunland was a subconsultant to the Burns & McDonnell team that provided complete building assessments for the Houston Airport System. Michael provided HVAC/plumbing inspection services to assess the existing plumbing systems throughout the HAS facilities.