

## AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

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

### WITNESSETH:

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

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

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

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

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

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

### ARTICLE I. LINE OF AUTHORITY

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

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

#### A. Scope of Services.

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

and without requiring amendment to this Agreement, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

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

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

**C. Standard of Performance.** Consultant and its subcontractors shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement ("**Standard of Care**").

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

**E. Subcontractors.**

1. In order to retain, hire, and/or contract with outside subcontractors for work under this Agreement, Consultant must obtain the prior written consent of the CEO or the CEO's designee. Consultant shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractors, and any other information requested by the City.

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

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

4. Consultant is subject to Denver Revised Municipal Code ("**D.R.M.C.**") § 20-112, wherein Consultant shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any

payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (§§ 20-107 through 20-118).

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

**F. Key Personnel Assignments.**

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

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

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

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

**ARTICLE III. OWNERSHIP AND DELIVERABLES**

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes,

documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist. Consultant shall not be liable for any damage which may result from any use of such documents for purposes other than those for which the documents were created.

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

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

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

**C. Suspension and Termination.**

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

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

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

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

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

4. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section B.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement



or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the termination process or as provided in Section 6 below.

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience or this Agreement or any Task Order pursuant to Article IV, Section B.2., Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section B.5. In no event shall the total sums paid by the City pursuant to this Contract, including Sections B.5 and B.6, exceed the Maximum Contract Amount.

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

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

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

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

## **ARTICLE V. COMPENSATION AND PAYMENT**

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and

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

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

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

**D. Basis for Consultant’s Fee.** Consultant’s fee is based on the time required by its professionals to complete the services under this Agreement or on another basis as provided for in a Task Order. Individual hourly rates are set forth in *Exhibit B* (“**Rates**”) and may vary according to the experience and skill required. The Project Manager, in his or her sole discretion, may annually adjust the Rates on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

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

**F. Invoices.** Unless otherwise provided in a Task Order or Exhibit A, on or before the fifteenth (15th) day of each month, Consultant shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall:

1. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
2. Include a statement of recorded hours that are billed at an hourly rate;
3. Include the relevant purchase order (“**PO**”) number related to the Invoice;

4. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;

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

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

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

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

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

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

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

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

## ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

### A. Minority/Women Business Enterprises.

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated

pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is 15%.

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

- a. Consultant shall comply with the Utilization Plan attached as **Exhibit F**. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73 D.R.M.C., with respect to the modified dollar value or work under the contract.
- e. Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

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

**B. Prevailing Wage.** To the extent required by law. Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

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

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

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

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

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

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

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

The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

1. Final Payment to Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s)/consultants.

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

## ARTICLE VII. INSURANCE REQUIREMENTS

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

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

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

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

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

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

Consultant's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

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

**A.** Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement 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 to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

## ARTICLE IX. DISPUTES

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

## ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

### **E. Notices.**

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



by Consultant to:

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

And by the City to:

HNTB Corporation  
1700 Lincoln St.  
Ste. 2450  
Denver, CO 80203

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E.2.

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

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

**G. No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Consultant receiving services or benefits under this

Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI. RECORDS RETENTION AND STANDARD CITY PROVISIONS**

**A. Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

**B. 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 SVP or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

### **D. Colorado Open Records Act.**

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

1. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of

privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

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

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

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

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

**F. Use, Possession or Sale of Alcohol or Drugs.** Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate

with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

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

**H. Conflict of Interest.**

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

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

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

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

2. 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 C.R.S. § 8-17.5-101(3.7) to 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 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 either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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 subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. Consultant shall also terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the worker without authorization, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with a worker without authorization.

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

3. 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.

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

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

## **ARTICLE XIII. DEN SECURITY**

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

from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

#### **ARTICLE XIV. FEDERAL RIGHTS**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

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

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

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

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

- Appendix 1
- Article I through XVI hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit F
- Exhibit D



## ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202054609-00  
**Contractor Name:** HNTB CORPORATION

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-202054609-00  
HNTB CORPORATION

By:  FFAAE50FAC01439...

Name: Juan Uribe  
(please print)

Title: Sr. Vice President  
(please print)

ATTEST: [if required]

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

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

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

## **Appendix No. 1**

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

## **A5 CIVIL RIGHTS - GENERAL**

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

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

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

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

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

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

Title VI Solicitation Notice:

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

## **A6.4 CONTRACT CLAUSES**

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

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

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

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

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

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

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

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

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

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

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT A

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## Denver International Airport

### Planning + Design

#### Request for Proposals

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

#### Scope of Work

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

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

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

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

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

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

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

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

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

**Exhibit B****HNTB Corporation  
Core Staff Labor Rate Schedule**

	<b>Select the Consultant / Company (Use the elevator bar to get to the top of the list)</b>	<b>Enter the Employee Name</b>	<b>Select the appropriate Job Title</b>	<b>If "Other" is selected in column 'D' enter actual Job Title</b>	<b>Select the appropriate Experience Level</b>	<b>Hourly Rate Charged to the City</b>
1	HNTB Corporation	Scott Steckler	Partner / Principal		Level V, Managerial	\$273.64
2	HNTB Corporation	Jeff Siegel	Other	Group Director	Level V, Managerial	\$286.75
3	HNTB Corporation	Darin Welch	Other	Section Manager-Technology	Level V, Managerial	\$225.81
4	HNTB Corporation	Michael Masteller	Other	Department Manager-Technology	Level V, Managerial	\$250.65
5	HNTB Corporation	Scott Tiller	Other	Sr. Geospatial System Developer	Level IV, Supervisory	\$177.06
6	HNTB Corporation	Adam Horn	Other	Section Manager-Technology	Level V, Managerial	\$187.41
7	HNTB Corporation	Bill Cozzens	Other	Sr. Geospatial System Developer	Level IV, Supervisory	\$171.54
8	HNTB Corporation	Scott Lecher	Other	Sr. Geospatial System Developer	Level IV, Supervisory	\$177.29
9	HNTB Corporation	Dennis Quinlan	Other	Geospatial System Developer	Level III, Full Experience	\$117.51
10	HNTB Corporation	Ian Grasshoff	Other	Sr. Geospatial System Developer	Level IV, Supervisory	\$152.46
11	HNTB Corporation	Wuxuan Xiang	Other	Geospatial System Developer	Level III, Full Experience	\$142.34
12	HNTB Corporation	Kellen Gorman	Other	Geospatial System Developer	Level III, Full Experience	\$96.81
13	HNTB Corporation	Stephen Hoyt	Other	GIS Analyst II	Level II, Developmental	\$87.15
14	HNTB Corporation	David Willard	Other	Geospatial System Developer	Level IV, Supervisory	\$200.12
15	HNTB Corporation	Kyle Gerke	Other	Geospatial System Developer	Level III, Full Experience	\$108.31
16	HNTB Corporation	Gordon Perry	Other	Geospatial System Developer	Level IV, Supervisory	\$188.79
17	HNTB Corporation	Liliana Kelly	Other	Geospatial System Developer	Level III, Full Experience	\$117.05
18	HNTB Corporation	Mari Czachowski	Controller - Architectural Mgmt		Level V, Managerial	\$171.08
19	HNTB Corporation	Peter Ryan	Architect II		Level II, Developmental	\$109.00
20	HNTB Corporation	Robert McFadden	Engineer 6		Level IV, Supervisory	\$193.62
21	HNTB Corporation	Laura Wagner	Other	Resident Manager	Level V, Managerial	\$215.01
22	HNTB Corporation	Lacey Duncan	Other	Geospatial System Developer	Level III, Full Experience	\$125.55
23	HNTB Corporation	Tim Howerton	Other	Design Developer Specialist/Lead	Level IV, Supervisory	\$185.57
24	HNTB Corporation	Robert Augspurger	Other	Design/Developer II	Level III, Full Experience	\$151.31
25	HNTB Corporation	Bryan Gottschalk	Other	Design/Developer I	Level II, Developmental	\$103.71
26	Connico Incorporated	Connie S. Gowder	Managing Partner / Principal		Level V, Managerial	\$319.29
27	Connico Incorporated	Charl J.I. Nesor	Cost/Estimating Engineer		Level V, Managerial	\$234.06
28	Connico Incorporated	Jeffrey Jones	Cost/Estimating Engineer		Level III, Full Experience	\$182.41
29	Connico Incorporated	Charles J. Cleary	Cost/Estimating Engineer		Level III, Full Experience	\$172.21
30	Connico Incorporated	Michael J. Feeney	Cost/Estimating Engineer		Level I, Entry	\$87.87
31	Connico Incorporated	David J. Hunley	Partner / Principal		Level V, Managerial	\$252.52
32	Connico Incorporated	Ian de Keyzer	Cost/Estimating Engineer		Level IV, Supervisory	\$211.71
33	Connico Incorporated	Lisa Heckendorn-Blake	Planner/Scheduler		Level III, Full Experience	\$132.77
34	Connico Incorporated	Srikanth J. Kumar	Cost/Estimating Engineer		Level III, Full Experience	\$139.35
35	Connico Incorporated	Caleb Claxton	Cost/Estimating Engineer		Level I, Entry	\$87.24
36	Connico Incorporated	Jeffrey Bowman	Cost/Estimating Engineer		Level III, Full Experience	\$180.59
37	Connico Incorporated	Bryan Hafertepe	Cost/Estimating Engineer		Level II, Developmental	\$104.51
38	Connico Incorporated	Zach Greenwood	Cost/Estimating Engineer		Level I, Entry	\$83.61
39	Connico Incorporated	Tere M. Ayers	Cost/Estimating Engineer		Level II, Developmental	\$113.81
40	Connico Incorporated	Christy Shadowens	Office Manager		Level III, Full Experience	\$90.57
41	Connico Incorporated	William D. Martin	Cost/Estimating Engineer		Level III, Full Experience	\$217.74
42	HCL Engineering & Surveying, LLC - Home	James Bocina	Party Chief		Level III, Full Experience	\$86.94
43	HCL Engineering & Surveying, LLC - Home	Scott Donahoe	Party Chief		Level III, Full Experience	\$95.63
44	HCL Engineering & Surveying, LLC - Home	Desmond Duran	Party Chief		Level IV, Supervisory	\$104.33
45	HCL Engineering & Surveying, LLC - Home	Andres Estrada	Land Surveyor		Level IV, Supervisory	\$123.17
46	HCL Engineering & Surveying, LLC - Home	Josh Harrell	CAD Drafter 4		Level III, Full Experience	\$101.43
47	HCL Engineering & Surveying, LLC - Home	Lee Lovell	Land Surveyor		Level IV, Supervisory	\$120.56
48	HCL Engineering & Surveying, LLC - Home	Tommy Meeks	Land Surveyor		Level IV, Supervisory	\$109.43
49	HCL Engineering & Surveying, LLC - Home	Giovanni Rodriguez	Instrument Technician		Level II, Developmental	\$52.16
50	HCL Engineering & Surveying, LLC - Home	Marco Rodriguez	Party Chief		Level III, Full Experience	\$89.84
51	HCL Engineering & Surveying, LLC - Home	Ubaldo Rodriguez	Party Chief		Level III, Full Experience	\$81.14
52	HCL Engineering & Surveying, LLC - Home	Andres Schmeda	Engineer 2		Level II, Developmental	\$69.55
53	HCL Engineering & Surveying, LLC - Home	Julian Sisneros	Land Surveyor		Level V, Managerial	\$181.13
54	HCL Engineering & Surveying, LLC - Home	Rafael Toro	Instrument Technician		Level II, Developmental	\$52.16
55	HCL Engineering & Surveying, LLC - Home	Brian Vasquez	Party Chief		Level III, Full Experience	\$88.39
56	HCL Engineering & Surveying, LLC - Home	Alex White	CAD Drafter 3		Level III, Full Experience	\$86.94
57	HCL Engineering & Surveying, LLC - Home	Jadon Zedrick	Instrument Technician		Level I, Entry	\$43.47
58	HCL Engineering & Surveying, LLC - Home	Jason Zedrick	Party Chief		Level III, Full Experience	\$86.94
59	Urban GIS	Matt Kauth	Other	GIS Analyst	Level III, Full Experience	\$86.01
60	Urban GIS	Kathryn Juliano	Other	GIS Analyst	Level III, Full Experience	\$84.50
61	Urban GIS	Shaun Langley	Other	GIS Analyst	Level V, Managerial	\$211.52
62	Urban GIS	Earle Isabue	Other	GIS Analyst	Level IV, Supervisory	\$91.75
63	Urban GIS	Rich Kerr	Other	GIS Project Manager	Level V, Managerial	\$174.62

**EXHIBIT C**

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

**A. Certificate Holder**

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

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

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

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

**C. Coverages and Limits**

1. Commercial General Liability:

Consultant shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2. Business Automobile Liability:

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

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

3. **Workers' Compensation and Employer's Liability Insurance:**  
Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
  - a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.
4. **Professional Liability (Errors and Omissions) Insurance:**  
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Technology Errors and Omissions Liability:**  
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence/per claim and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
  - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential-information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
6. **Excess/Umbrella Liability:**  
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

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

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

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



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

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

## **H. Additional Provisions**

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



EXHIBIT D

# REQUEST FOR PROPOSALS

ON-CALL GEOSPATIAL SUPPORT SERVICES

NO. 202054609

NOVEMBER 3, 2020

HNTB Corporation  
Contract No. 202054609-00

DENVER INTERNATIONAL AIRPORT

**REQUEST FOR PROPOSALS (RFP)**

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

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

Request for Proposals # 202054609

**PROPOSALS MUST BE RECEIVED BY: DECEMBER 8, 2020 by 2:00PM LOCAL TIME**

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

Schedule of Activities:

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

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

Pre-Proposal Conference –OPTIONAL

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

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MmM5MjkwZDQqZTQ3NC00MmZILWEyNjQtYzFjMjM2YTg1ZDk2%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-eb7817ad70d%22%2c%22Oid%22%3a%22c93201c6-e7c0-45b3-ba4c-973dedb48927%22%2c%22IsBroadcastMeeting%22%3atrue%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmM5MjkwZDQqZTQ3NC00MmZILWEyNjQtYzFjMjM2YTg1ZDk2%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-eb7817ad70d%22%2c%22Oid%22%3a%22c93201c6-e7c0-45b3-ba4c-973dedb48927%22%2c%22IsBroadcastMeeting%22%3atrue%7d)

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by 2:00 PM LOCAL TIME on Wednesday, November 18, 2020 and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions.

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

### Proposal Submittal

The proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below:

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

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

### Minority and Women-Owned Business Enterprise Participation

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

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

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

### General Statement of Work

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

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

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

**PROPOSAL SUBMITTAL REQUIREMENTS**

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

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

**REQUEST FOR PROPOSAL**

NO. 202054609

**ON-CALL GEOSPATIAL SUPPORT SERVICES**

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

The values of equity, diversity, inclusivity, and sustainability are inherent to Denver's strategy to develop and maintain prosperous communities. Consequently, these values are imbedded into all of Denver's procurement processes to ensure competitive procurement that offers equitable opportunities for all potential proposers, including greater contracted participation for minority, women-owned, and small businesses to ensure Denver's long-term economic, social, and environmental health. It is the City's expectation that all successful proposers demonstrate their commitment to City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's approach, proven experience, ability to perform work, costs, and pricing.

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about Q1 2021 and has a scheduled duration of approximately three (3) years with two (2) optional extension years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

### **DESCRIPTION**

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

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

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



## **II. SCOPE OF WORK**

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

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

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

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

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

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

### **III. ADMINISTRATION INFORMATION**

#### **III-1 Issuing Office**

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

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

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

#### **III-3 Means of Communication**

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

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

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

#### **III-4 Interpretation of Proposal Documents**

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made in writing in WORD format (*no PDFs please*) or in the body of an email by the due date and time specified in the Schedule of Activities listed on page 2. DEN shall post all questions and answers on the DEN Website by the deadline for submittal of questions. DEN will not accept or respond to oral inquiries except for those made at the Pre-Proposal Conference. The only 'official' responses are those that are posted to the DEN Website for this RFP.

#### **III-5 Addenda**

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

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

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow

Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

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

### **III-6 DEN Website**

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, Paul Gilchrist by email at [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com).

Please visit the DEN BidNet Website at the following link which contains such services and information as:

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

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

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

### **III-7 Withdrawal of Proposal**

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

### **III-8 Rights of DEN**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- d. He/She is the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or

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

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

### **III-13 Designation of Subcontractors**

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

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

### **III-14 Payment**

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

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

- A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:
1. The caption of the action naming all parties;
  2. The case number, jurisdiction and the date the action was filed;
  3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
  4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
  - 1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
  - 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
  - 3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 in lieu of a Certified Audited Statement.
  - 4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

### **III-16 Insurance Requirements**

Proposer shall adhere to all insurance requirements stated in Attachment 3, Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com).



**III-17 Governmental Immunity**

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

**III-18 Security**

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

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

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

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

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

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

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

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

Airport Security must be immediately notified if an Airport ID badge or security key is lost or stolen and must be notified immediately upon the termination of an individual's employment. Pursuant to 49 CFR

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

### **III-19 Airport Identification (ID) Badge Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III-21 Vehicles in the Secured Area**

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

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

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

### **III-22 Violations**

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

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

Everyone who is issued an Airport ID Badge shall comply with all Security Advisories, Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations, the CEO Directives and the Denver International Airport Standard Policies and Procedures regarding Airport Safety, Security and Operations.

The failure of any individual to comply with such Security Advisories, rules and directives, etc. will result in the issuance of a Violation Notice and may result in the assessment of a Federal Civil Penalty and/or the denial, suspension or revocation of their Airport ID Badges.

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

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

Each Proposer shall, as a condition of responsiveness to this solicitation, complete and return the “Diversity and Inclusiveness in City Solicitations Information Request Form” with their proposal.

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

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

### **III-24 Wage Ordinances**

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

## **END OF INSTRUCTIONS TO PROPOSERS**

#### IV. PREPARATION OF PROPOSAL

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

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

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

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

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

###### A. GENERAL

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

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

###### B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 21 pages.

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

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

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

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

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

#### **1. Cover Letter**

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

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or

confidential. Proposals with all materials marked "Confidential" will be treated as if none of the materials are confidential.

2. Cost Effectiveness

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

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

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

3. Understanding the Project

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

4. Key Personnel

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

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

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

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

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

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

**Submittal 2:**

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

**Exhibit E:**

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

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

5. Aviation Experience

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

6. Survey Experience

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

7. Ability to Respond

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

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

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

9. Additional Information

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



## **V. EVALUATION OF PROPOSALS**

### **V-1 Evaluation of Proposals**

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

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

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

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

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

### **V-3 Past Performance**

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

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

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

**V-5 Shortlisting and Interviews (If Necessary)**

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

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

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

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

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

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

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

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

**V-6 Best and Final Offers**

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

**V-7 Evaluation Criteria**

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

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

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

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

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

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

In response to the Request for Proposal (RFP) dated November 3, 2020, for RFP NO. 202054609, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Proposer's Business Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

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

Proposer Name: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Email: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Principal in Charge (Name & Title): \_\_\_\_\_

Project Manager for this RFP (Name & Title): \_\_\_\_\_

Equal Employment Opportunity Officer: \_\_\_\_\_

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

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

**Parent Company Information  
(If Applicable)**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: \_\_\_\_\_

**Is this a joint venture?**

- YES
- NO

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

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

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**CERTIFICATION**

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

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

**Attachment 1, Part 4 M/WBE Forms**

## **DSBO FORMS**

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

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





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

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

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

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

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

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

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

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

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

Bidder/Proposer (Name of Firm):

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Firm's Representative:

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Title:

---

Signature (Firm's Representative):

Date:

---

Address:

---

City:

State:

Zip:

Phone:

Email:

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## **FORM W-9**

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

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

Form **W-9**  
 (Rev. August 2013)  
 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.**

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

## Exemptions

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



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

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

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

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

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

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

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

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

**Privacy Act Notice**

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



**VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS**

## **INSURANCE REQUIREMENTS**

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

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

## EXHIBIT C

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

#### A. Certificate Holder

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

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

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

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

#### C. Coverages and Limits

##### 1. Commercial General Liability:

Consultant shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

##### 2. Business Automobile Liability:

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

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

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

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

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

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

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

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

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

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

6. **Excess/Umbrella Liability:**

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

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

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

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

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

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

## **H. Additional Provisions**

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

**IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

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

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

<https://fs7.formsite.com/CCDenver/form161/index.html>

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

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

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

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

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

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

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

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

## AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

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

### WITNESSETH:

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

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

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

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

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

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

### ARTICLE I. LINE OF AUTHORITY

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

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

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

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

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

**C. Standard of Performance.** Consultant and its subcontractors shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

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

**E. Subcontractors.**

1. In order to retain, hire, and/or contract with outside subcontractors for work under this Agreement, Consultant must obtain the prior written consent of the CEO or the CEO's designee. Consultant shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractors, and any other information requested by the City.

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

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

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

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



## **F. Key Personnel Assignments.**

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

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

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

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

## **ARTICLE III. OWNERSHIP AND DELIVERABLES**

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

## ARTICLE IV. TERM AND TERMINATION

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

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

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

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

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

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

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

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

4. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section B.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the

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

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience or this Agreement or any Task Order pursuant to Article IV, Section B.2., Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section B.5. In no event shall the total sums paid by the City pursuant to this Contract, including Sections B.5 and B.6, exceed the Maximum Contract Amount.

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

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

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

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

## ARTICLE V. COMPENSATION AND PAYMENT

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **One Million, Four Hundred Thousand Dollars and No Cents (\$1,400,000.00)** ("Maximum Contract Amount"). Consultant shall perform the services on a time and material basis or as otherwise provided in each Task Order up to the Maximum Contract Amount.

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

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

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

**D. Basis for Consultant's Fee.** Consultant's fee is based on the time required by its professionals to complete the services under this Agreement or on another basis as provided for in a Task Order. Individual hourly rates are set forth in *Exhibit B* ("Rates") and may vary according to the experience and skill required. The Project Manager, in his or her sole discretion, may annually adjust the Rates on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

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

**F. Invoices.** Unless otherwise provided in a Task Order or Exhibit A, on or before the fifteenth (15th) day of each month, Consultant shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall:

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

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

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

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

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

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

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

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

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

## ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

### A. Minority/Women Business Enterprises.

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

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

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

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

**B. Prevailing Wage.** To the extent required by law. Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§20-76 through 20-79, D.R.M.C. including, but not



limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **ARTICLE IX. DISPUTES**

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

## ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

**E. Notices.**

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

by Consultant to:

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

Denver, Colorado 80249-6340

And by the City to:

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

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI. RECORDS RETENTION AND STANDARD CITY PROVISIONS**

**A. Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

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

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

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

**D. Colorado Open Records Act.**

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

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

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



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

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

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

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

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

**H. Conflict of Interest.**

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

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

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

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

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

2. Consultant certifies that:

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

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

3. Consultant also agrees and represents that:

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

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

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

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



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

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

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

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

## **ARTICLE XIII. DEN SECURITY**

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

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

## **ARTICLE XIV. FEDERAL RIGHTS**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the

execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

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

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

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

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

Appendix 1  
Article I through XVI hereof  
Exhibit A  
Exhibit B  
Exhibit C

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

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

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

**[SIGNATURE PAGES FOLLOW]**

## **Appendix No. 1**

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

## **A5 CIVIL RIGHTS - GENERAL**

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

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

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

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

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

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

Title VI Solicitation Notice:

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

## **A6.4 CONTRACT CLAUSES**

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

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

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

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

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

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

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

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

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

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

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## **CERTIFICATE OF GOOD STANDING**

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

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

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

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

# ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING,  
INVOICING AND CORRESPONDENCE  
CONTROL

Revised: August 2020

## 1 INTRODUCTION

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

## 2 WORK SCHEDULE

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

## 3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

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

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

#### 4 INVOICES AND PROGRESS PAYMENTS

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

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



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

## 5 MONTHLY PROGRESS REPORT DEVELOPMENT

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

## 6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

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

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

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

## 8 EXPENSES

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

done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

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

control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

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

## 9 SUMMARY OF CONTRACT TASK ORDER CONTROL

### 9.1 DEN Project Manager Discretion

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

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

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

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

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

9.2.4 Work Schedule.

### 9.3 Monthly Submittals

9.3.1 The Consultant shall submit the Monthly Progress Report.

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

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

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

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

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

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

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

## 10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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

## 11 REFERENCED FORMS

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

END OF EXHIBIT



November 25, 2020

## On-Call Geospatial Support Services RFP

CONTRACT NO. 202054609

### ADDENDUM NUMBER ONE

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

*Paul Gilchrist*

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Paul Gilchrist  
Contract Administrator



## On-Call Geospatial Support Services RFP

CONTRACT NO. 202054609

### ADDENDUM NUMBER ONE

#### Scope of this Addendum

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

#### IV-3 Proposal Narrative Contents

Proposal Narrative item 8 is being replaced as follows:

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

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

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



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

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

## QUESTIONS AND ANSWERS

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

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

\* \* \* \* \*

*End of Addendum Number One*



## Questions & Answers - 1

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

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

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

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

No	Question/Answer	Question Date
Q17	<p><b>Question: AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES</b> FROM SLIDES: "POSSIBLE ON-CALL TASKS</p> <ul style="list-style-type: none"> <li>•Airport geospatial surveying</li> <li>•Data management analyses</li> <li>•Modeling</li> <li>•Surveying –LDP Coordinate system</li> <li>•Civil engineering</li> <li>•Cost estimation</li> <li>•Possible supplement staff augmentation"</li> </ul> <p>And</p> <ul style="list-style-type: none"> <li>•HISTORICAL GIS ON-CALL PROJECTS</li> <li>•DEN Right of Way Easement Research</li> <li>•Concourse interior scanning and modeling</li> <li>•Extension of staff</li> <li>•ALP Exhibit A survey work"</li> </ul> <p>Question:</p> <ul style="list-style-type: none"> <li>• Can the DIA team provide a representative example of a Task Authorizations, including scope, duration, effort, skill set, and other parameters?</li> </ul> <p><b>Answer:</b> DEN does not have any specific tasks identified as part of this procurement, the list of possible on-call tasks is provided to assist in putting together a comprehensive proposal. DEN will work with the awarded firm to determine what the specific task orders will look like.</p>	11/18/2020
Q18	<p><b>Question: Experience: General Statement of Work</b> TERM: The selected consultant(s) will supplement staff efforts to enhance those software capabilities through data creation and analysis. The consultant(s) will have demonstrated airport geospatial experience with cross platform data interoperability so that these different resources can all be used to better deploy available data to users. The existing ArcSDE (spatial database engine) database is the primary storage point for data which is used on the various platforms for design related tasks.</p> <p>Assumption: We understand that, being DIA an international Hub/Airport, international and global experiences across the world are also valuable for the evaluation process.</p> <p>Question:</p> <ul style="list-style-type: none"> <li>•Is this above understanding correct?</li> <li>•If not,</li> <li>oCan DIA confirm that only USA based experience will be considered in the evaluation?</li> </ul> <p><b>Answer:</b> DEN has worked with international companies that are allowed to conduct business in the US. Some projects will be able to be conducted remotely and some not (i.e. surveying/scanning) will require physical presence.</p>	11/18/2020

NO. 202054609

# On-Call Geospatial Support Services

December 8, 2020





# Contents

- 1.1 Cover Letter
- 2.1 Cost Effectiveness
- 3.1 Understanding the Project
- 4.1 Key Personnel
- 5.1 Aviation Experience
- 6.1 Survey Experience
- 7.1 Ability to Respond
- 8.1 Minority and Women-Owned Business Enterprise (MWBE) Requirements
- 9.1 Additional Information

## APPENDIX

- 1 Resumes
- 2 Forms & Attachments
- 3 DBSO Forms
- 4 Diversity Survey





# 1. Cover Letter





Paul Gilchrist  
Contract Administrator  
Denver International Airport  
Airport Office Building  
8500 Pena Boulevard, Room 8810  
Denver, CO 80249-6340

Re: RFP NO. 202054609 On-Call Geospatial Support Services

December 8, 2020

HNTB Corporation is pleased to submit our team's proposal for On-Call Geospatial Support Services. As one of the country's most forward-thinking agencies, Denver International Airport (DEN) is continually innovating and improving its operations. As a true partner to DEN, the HNTB team is ready and able to deliver geospatial services and solutions in an integrated, collaborative and intentional manner for successful strategic and operational gains. Our Key Personnel listed in **Section 4** of this proposal are available and committed to providing the full scope of services for the duration of this on-call contract.

### **Full-service team with a robust bench of resources**

The HNTB team offers a robust bench of full-service professionals able to help DEN with any geospatial solution needed. Our team's project manager, Darin Welch, brings more than 22 years of experience and will be supported by a technical staff led by Michael Masteller who has been your technical lead on many BIM initiatives. Our staff have proven experience in all areas of work outlined in the RFP from GIS solutions, to advanced survey assignments, BIM integration, LiDAR applications and cost estimating. Our team is specifically structured to provide the expertise and availability to successfully deliver all tasks and seek to bring value and depth through HNTB's National Digital Innovation and Technology Services Practice with more than 100 GIS/IT professionals. This means that we are ready to respond efficiently and effectively to any task order and have the capacity to manage and deliver concurrent task orders if the need arises.

### **Top tier expertise in aviation and geospatial technology**

Along with strong capacity, our team offers top tier expertise in Aviation and Geospatial Technology, meaning DEN can have confidence in our ability to deliver solutions based on best practices. As a highly active Esri and Autodesk business partner and this year's only Esri Special Achievement in GIS (SAG) Award winner from the A/E/C industry, HNTB has been identified as a differentiated expert with a focus on transportation and aviation. Our thought leadership is best illustrated by Esri's repeated call on HNTB for industry involvement. From Jeff Siegel, providing keynote presentations at Esri's Engineering Summit; to Darin Welch serving on Esri's Autodesk Industry Council and as a recent panelist at Autodesk University; to Bill Cozzens serving as an annual panelist at the AWS Special Interest Group meeting at Esri's User Conference — HNTB's geospatial expertise is in demand. We bring in-depth knowledge and understanding of the needed platforms, relevant certifications, and vigorous industry involvement. This top-tier expertise will help DEN innovate with an intimate understanding of Esri's and Autodesk's technology roadmap such as BIM-GIS integration, machine learning and virtual/augmented reality.



HNTB will provide the primary geospatial support services and project management. We have carefully selected the following subconsultants who have successfully delivered on prior DEN projects and successfully worked with HNTB to augment our team's expertise and provide additional capacity as needed:

**HCL Engineering & Surveying (MBE)** will be responsible for LiDAR, scanning, aerial photography, planimetrics, digital elevation/terrain models, and custom mapping. They have delivered detailed surveys, mapping and complex civil design programs for DEN for more than 10 years. HCL Engineering has worked with many of the DEN AIM staff and project managers.

**Connico, Inc. (WBE)** will provide cost estimating services. Connico has worked with HNTB for more than 15 years, most recently on the DEN LEED Campus program development, providing cost estimates for the individual LEED credits.

**Urban GIS (MBE)** will provide schema development and updates, data collection and attribution, data conversion (AutoCAD, BIM, GIS), 3D analysis, system support, and automation and scripting support services. HNTB has been working with Urban GIS for more than 12 years delivering major transportation projects.

Each of these firms will be subcontracted to, and managed by, HNTB. With the utilization of Urban GIS, HCL Engineering, and Connico, Inc., we commit to exceed DEN's 15% MWBE goal.

### Responsive local leadership

The HNTB team is well positioned to help DEN take advantage of the convergence of GIS with other technologies, initiating incredible advancements that are enabling greater integration for the benefit of operational improvements. Our team provides the best value for DEN with a responsive local leadership team of Scott Steckler and Michael Masteller, that can efficiently initiate any task DEN requires, along with national experts who can solve the most complex issues. More than any other team, HNTB will listen and work with you to bring in-depth knowledge and viable solutions to your geospatial initiatives.

### Ready to Deliver Geospatial Convergence

The HNTB team is well-positioned to help DEN take advantage of the incredible technology advancements that are enabling greater integration and convergence for the benefit of operational improvements. Whether you need expertise in underground utility modeling, BIM-GIS integration, advanced lidar and reality capture data collects to migrating legacy GIS web applications; we have assembled the right team of professionals to deliver the right level of integration on any task. Even with initiatives that are early in thought for DEN, such as BIM-GIS integration improvements, HNTB can bring lessons learned from other airports and transportation agencies across the country. For instance, HNTB's Dave Willard has been working directly with BIM/GIS specialists at ORD on the latest services-based integration techniques with practical applications and Darin Welch has been working with SFO on best-practices on underground utility data collections. Our knowledge of DEN's goals and our focus on innovation allows the HNTB team to best deliver success.


The HNTB team is ready to apply our expertise and work collaboratively with DEN to deliver user-friendly, turnkey geospatial solutions. Should you have any questions, please contact us at [dwelch@hntb.com](mailto:dwelch@hntb.com).

Best Regards,

HNTB Corporation



Juan Uribe, PE  
Denver Officer Leader



Darin Welch  
Project Manager

## 2. Cost Effectiveness



## 2. Cost Effectiveness

### Savings Opportunities and Value Proposition

HNTB has over a decade of successful project delivery at DEN and has thorough knowledge of what it takes to deliver projects on time and cost effectively. However, we also know the aviation industry is ever changing and we do not take our history with DEN for granted. In the current 2020 pandemic environment, requiring most of our staff to work remotely, our team quickly adapted to daily video conferences using MS Teams or Cisco WebEx with our clients and team members. We have found this new way of working has made our team more cost effective and efficient for our clients and our business model by reducing previous travel expenses, creating a virtual collaborative environment, and reducing commuting costs and time.

With HNTB's institutional knowledge of DEN project types, we know how to meet your rigorous standards, which will provide DEN significant labor cost savings opportunities for our professional services to deliver your airport geospatial support service's needs. **HNTB prides itself on consistent 4for4 delivery which provides extraordinary value to our clients.**



Our practice of consistent, quality delivery has made HNTB a trusted partner and consultant to airports across the U.S. for over 50 years. Being able to draw on our large portfolio of project experience and our national depth of expertise, we will bring innovation, and true thought leadership to meet DEN's needs. While our great history of experience with DEN allows us to mobilize on short notice for every type of airport project, our ability to bring the right tools at the right time enables our team to provide cost-effective and efficient solutions to each project.

Our primary process for cost effective delivery is HNTB's Sophisticated Delivery Approach (SDA). This defines our standards of performance for

project delivery and outlines the implementation of our Project Management Plan (PMP) and our Project Quality Plan (PQP), which have been developed over time to ensure HNTB and our subconsultants are following proven, best practices for project delivery in the industry.

### Maximizing Productivity

In order to accurately control project costs your project manager, **Darin Welch**, will assign distinct tasks, each with associated costs, start and finish dates, and deliverable milestones, based on his expertise within this industry and project type, and using HNTB's holistic staff work planning approach. In addition to being your project manager on this assignment, Darin is HNTB's national geospatial manager in our Technology Solutions Center, and leads a team of talented support staff for many of HNTB's most significant GIS consulting and asset management projects with agencies like MassPort, SANDAG, NJTA and Iowa DOT.

Darin will develop a comprehensive work plan for each task order that supports your needs. Right sizing our team to align with each task will provide the most cost-effective value to DEN. Each work plan will also optimize any project expenses, combining travel for multiple tasks and limiting printing and shipping only when required your stakeholders. Darin is aptly aware how to assign our technical staff efficiently and effectively to each task order, making sure that they have the best technical understanding of how to deliver the work. This longtime working relationship with his team, and many HNTB local offices, adds significant value in allowing us to assign the right resources to the right tasks, and deliver to your expectations.

Our BIM Leader and on-site Deputy Project Manager, **Michael Masteller** is in our Denver office, with more than a decade of experience at DEN, and will be available to meet 24/7 for technical coordination and problem-solving. **Scott Steckler**, our Principal-in-Charge (PIC), is located at the airport full time to quickly respond and facilitate new tasks discussions, resolve staffing issues, and provide project close-outs. Our non-local staff have extensive experience working nationally with clients throughout the country, often in a



remote-work setting. Darin, Michael and Scott have developed a close working relationship, delivering technical and critical solutions for our clients, that will provide extraordinary value to DEN and the tasks they collaborate on.

## Cost Effectiveness in Practice

HNTB understands your critical budget and schedule needs, beginning with the delivery of the initial Advanced Planning Documents for the South Terminal to the management team for the HTC program, and currently as the prime A/E for the design and construction of the Concourse Expansion Program. Each of these programs incorporate smaller task order driven solutions, that requires quick and cost-efficient results. Several examples of how we have applied and gained cost savings to DEN and other aviation clients include:

- **DEN** – recently on the B-West Concourse Expansion Program, the contractor exposed the existing adjacent pavement section. The adjacent placement section did not match what was shown in the as-builts which



concerned **Robert McFadden** our Civil Designer of Record, and he immediately requested a field visit to review the existing pavement section in the field. With Robert working out of the project site office, the meeting was held later that same day, which he was able to attend in person. HNTB had to quickly provide a design for an additional underdrain utility (gravity flow) to capture sub-surface runoff through a 500' stretch of the project where there were multiple existing and new utilities to cross. HNTB's Civil 3D design model is maintained throughout construction, and HNTB was immediately able to thread this new gravity flow utility through all the other utilities and stay out of the pavement section. HNTB was able to respond to the contractor with a utility plan and profile sheet the following day to keep on schedule with their apron operations. The contractor followed up with an RFI that documented the field meeting and the additional underdrain utility.

- **SFO** – on our assignment for the Master Utilities Infrastructure Study (MUIS), HNTB established a detailed Field Survey Collection Process and data dictionary leveraging ArcGIS Online and Collector, paired



## San Francisco International Airport

with Trimble R2 for survey-grade GPS. This configuration allowed for real-time corrections based on the SFO-B local grid, and map reference layers of SFO utility data. Survey was conducted following a carefully coordinated plan that split the air and landside into specific collection zones. On the day of collection, should there arise an issue of not having access to that area, the next most relevant area was selected. This ability to stay nimble and having the plan and process defined in advance, allowed the surveyors to maximize data collection, spend less time in the field, reduce time post processing and rapidly respond to runway closures and other time sensitive events. Our approach brought advanced collection techniques to SFO, collecting more data in less time and with higher accuracy and increased safety, while delivering ahead of schedule.

- **MDAD** – as part of facilities and pavement inspection services for our airport Trust Agreement



assignment, in 2020 HNTB led the modernization of asset inventory and condition assessment. We worked side-by-side with inspections teams and project leadership to develop approaches that maximized efficiency and value in both the fieldwork conducted and the ability to review and summarize from the office. This approach leveraged existing data from MDAD including spatially located pavement and facility data from AutoCAD and Civil 3D, as well as property data from Exhibit A drawings. Developing an approach for inspections that included the Esri web GIS platform allowed inspectors to perform real-time fieldwork using iPad Minis and iPhones. As data was collected it triggered a series of geoprocessing services that summarized overall pavement and building conditions, visible in an Operations

Dashboard. The result provided maximum efficiency in how the data was collected, more accurate and reliable information that had true spatial association, and post-processed summary conditions that MDAD could use in decision-making at a per building or overall basis.

## DSBO GOALS

HNTB strives to provide meaningful opportunities for our Minority/Women Business Enterprises (MWBE) partners to engage on tasks and build capacity within their organizations. HNTB has a demonstrated history and we are committed to the use of MWBE companies to exceed DSBO's 15% Participation Goal for diversity. Our PIC, Scott Steckler, is committed to leading our local outreach program and will make sure we exceed our contractual goals for each task. HNTB has developed a complete MWBE Utilization Plan in section 8 of this RFP. Our approach is not to use MWBE firms only to meet contractual requirements, but rather to choose firms that augment our team's strengths, based on their own proven experience and relationships, to provide the best possible service and value to our clients.

At HNTB, inclusion, diversity and mentoring are not just goals; they are inherent in our culture. We value the skills, experience, and benefits our SBE partners bring to projects, which is a fundamental cornerstone of HNTB's growing success. HNTB's commitment to inclusion and diversity includes both continuous improvements internally, as well as supporting the growth and success of the small business consulting community.

On the Hotel and Transit Center project, we worked with LS Gallegos, a local MWBE firm, for many years. When the opportunity came to propose on the DEN Special Project Group (SPG) PMSS for the Great Hall program in 2017, we supported our MWBE partner to prime the contract pursuit. They were successful and received the multi-year, multi-million-dollar contract, with HNTB as a subconsultant.

**At HNTB, inclusion, diversity and mentoring are not just goals; they are inherent in our culture.**

## Effective Project Team

HNTB often relies on subconsultants to support our team with specialized work, for workshare, or to meet client objectives. We take great pride in our selection and management of our subconsultant team members. To assemble the right team and produce quality work, we have established the following guidelines:

- We engage the services of proven subconsultant firms with capabilities suited to the tasks.
- We share HNTB's Program Quality Plan (PQP) plan with our subconsultants and require documentation of compliance.
- We proactively engage subconsultants at the beginning of a project. We believe strong communication promotes a complete understanding of the project requirements, as well as a higher quality product.

Darin will coordinate with the subconsultants to verify that their work is necessary and effective, while holding them to the same quality standards that DEN and HNTB experts. This starts with making sure our subconsultants understand the scope of work so that they can apply the proper expertise to complete the task. Next, HNTB will share our PQP with the subconsultants and collaborate on scheduled QC checks at each delivery milestone to confirm quality submittal compliance that meets DEN's QC requirements described in the DSM Chapter 33. HNTB has a long and positive working history with HCL, Urban GIS and Connico, giving you the confidence that we can develop subconsultant agreements quickly, successfully deliver quality services, while also reducing any overhead for subconsultant management.

We will develop cost-effective fee proposals and staffing plans for HNTB and our subconsultants, using our team leadership's experienced understanding and delivery of similar geospatial services around the U.S. The pairing of successful, similar work elsewhere, our vendor partnership activities, and our project management approaches will maximize efficiency, eliminate staff redundancy while maintaining an effective project team, and put the focus on delivering the right solution for DEN and your stakeholders.

### 3. Understanding the Project





### 3. Understanding the Project

HNTB understands that DEN is looking for assistance to provide a range of tasks to enhance, maintain and support DEN's enterprise GIS environment, in addition to a host of other potential geospatial-related services. As the largest airport in North America by land area, the continued development and investment in digital innovation is key for DEN to remain efficient and incorporate data-driven decision making into your everyday practice. To deliver the range of potential work within this geospatial on-call, DEN needs a team that has a robust bench of proven resources, top-tier industry expertise, and a team that is focused on the future, bringing fresh and emerging ideas. You need a team that knows transportation, knows airports, and is helping shape the direction and growth of geospatial innovation in our industry — HNTB is that team.

The HNTB team embodies and exceeds the expertise you seek in both Airport Geospatial and Surveying/Data Management/Analyses/Modeling services, providing you with fresh perspectives and innovative solutions that are yet undefined. Whether you need support upgrading or migrating your Geocortex deployment, require full or part time embedded staff, or have a desire to push further with BIM & GIS integration, we are ready to support you in that success. We have assembled a team that has vast experience in every area you seek, and our team includes some of the most sought after thought leaders in the industry.

#### Going and Growing, Together

HNTB's technology professionals have a successful track record of helping large transportation agencies through some of the most challenging geospatial problems seen in the industry today. For example, airports are not unlike other transportation agencies in their struggle to adopt and stay current with sound procedures for better BIM and GIS integration. This convergence has been a focus for HNTB over the past few years, and our clients look to us for our strategic and specific focus in crafting standards, procedures, tools and resource allocation as foundation elements to developing a Digital Twin. A recent, relevant example of this is our ability to leverage BIM applications for developing proposed renderings of the many design

**Whether you need support upgrading or migrating your Geocortex deployment, require full or part time embedded staff, or have a desire to push further with BIM & GIS integration, we are ready to support you in that success.**

options for the new Chicago Ohare people mover tunnel project. This model-first approach provides the 3D visualizations needed to determine the best design approach, while also providing efficiencies in the design process as these 3D models move forward into design and construction. We see great opportunity to perform similar integration work for DEN, building on our work with O'Hare and other clients, as well as Michael Masteller's work as an author on DEN BIM Standards and Execution Plan during the South Terminal Redevelopment project.



O'Hare Tunnel Revit model demonstrating proposed design option 4.

Key to our approach with clients is that we keep a focus on immediate needs, any existing and proposed infrastructure (databases, software and systems, such as your existing ArcSDE), as well as incorporation of anticipated agency expansion and growth, keenly listening to your overall desires. We are prepared to tackle any yet undefined task assignment, we are providing a team of geospatial technology professionals to support DEN with the services prescribed in your RFP (see **Table on the following page**).

#### Geospatial Services

HNTB has successfully delivered complex geospatial on-call assignments with the Iowa DOT, Illinois Tollway, Kane CO, IL, and SANDAG (San Diego Association of Governments). Coupled with our assignments that assist agencies in deploying and managing enterprise geospatial infrastructure, our diverse experience has allowed HNTB to devise

AIRPORT GEOSPATIAL (GIS) SURVEYING/ DATA MANAGEMENT/ ANALYSES/ MODELING	SURVEYING/BIM/CIVIL ENGINEERING/ COST ESTIMATION
Aerial Photography, as well as Planimetrics, Digital Elevation/Terrain Models, etc.	Interior and exterior LiDAR/3D Scanning
Schema Development and Updates	Post processing and model updates (GIS, Civil 3D and Revit)
Data Collection and Attribution	FAA Airport Exhibit A Surveys
Data conversion (AutoCAD, BIM, GIS)	Civil 3D studies
3D analysis	Cost Estimating of proposed Planning projects such as cut/fill requirements, horizontal work (runways, taxiways), vertical facilities, utilities, etc.
Custom Mapping and analyses	
System Support	
Automation and Scripting	
Indoor and Outdoor Geospatial data/ tools/models (e.g. ArcGIS Indoor, ArcGIS Urban)	
3rd party Geospatial data interoperability (e.g. Apple, Google, etc.) standard	
Quality checks to ensure compliance with FAA AGIS requirements	

adaptable approaches and techniques to create efficient, effective implementation of every solution our client desires. We understand the importance of leveraging your existing ArcSDE database as the primary storage point for data. We have developed a number of integrated solutions using this same authoritative source of truth, such as with Iowa DOT and the development of a custom Microstation tool for managing property acquisitions directly into their Oracle Spatial SDE. We have also deployed solutions that automate the translation of Revit and Civil 3D information directly into an Esri geodatabase for display and analysis within the ArcGIS Online and Enterprise platforms.

**Both Esri and Autodesk have actively sought out our geospatial thought leaders... to participate on their advisory councils for BIM & GIS integration.**

HNTB provides direction and voice to the industry through it's vendor relationships as well. Both Esri and Autodesk have actively sought out our geospatial thought leaders – Jeff Siegel, Darin Welch, Dave Willard and Adam Horn – to participate on their advisory councils for BIM &

GIS integration. From strategic BIM planning to enterprise GIS system deployment, and extending into both configurable and customized geospatial application development, the HNTB team provides the most comprehensive skills and experience.

We view every engagement with our clients as a partnership, bringing the unique HNTB “spark” of imagination. Our deep experience in digital innovation delivery with transportation agencies, and our focus on what “right” looks like for DEN, is what makes you successful.

## Responsive Approaches with Expansive Reach

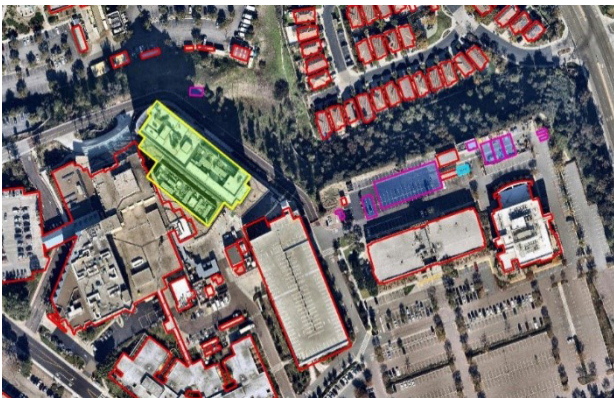
We combine decades of industry experience with specialized skills. These skills include program management, asset management, GIS, web development, multimedia and spatial data acquisition along with discipline experts from policy, planning and design. You also need a trusted partner with proven success with DEN. HNTB is that partner; HNTB provides that team, applying our successful approach to bring you:

- Deep knowledge of airport planning, design, construction and maintenance needs and processes
- Engagement in every task regarding you as a partner, regularly communicating, reviewing and refining to ensure satisfaction
- An enterprise focus that consistently avoids “silos” of information, often applying GIS as a natural systems integrator
- Trusted advisors and experts in the latest vendor platform offerings (ArcGIS Online & Enterprise, ArcGIS Pro, and Geocortex)
- Responsive development practices, such as rapid development of incremental application releases, allowing for continued improvement and refinement
- Design sensibility that leverages in-house communications and software design expertise to create a superior end-user experience
- Interdisciplinary strategies that integrate HNTB's infrastructure planning, design and program delivery practices with technologists
- Cloud deployment options to support enhanced performance and provide efficient operating cost management



## Complexities, challenges, and problem solving

We combine our responsive approach and our technical bench strength with creative and collaborative problem solving. Our philosophy is that through early client engagement at multiple levels, we can mitigate potential problems that may arise during the delivery of a task. For example, through our IT on-call with SANDAG, we have provided as-needed services for their emerging ArcGIS infrastructure that now includes processes such as automated building footprint detection and change processing using machine-learning. We have successfully proven our ability to engage early, and at multiple levels, through the delivery of task orders with other agencies' on-call contracts, such as with the Iowa DOT, for over a decade, helping them implement and continue upgrading their enterprise GIS, which includes the expansion of their Geocortex environment. We are ready to expand into similar services with DEN, building on our trusted relationship as a proven partner for engineering and planning services.



SANDAG building footprint change detection using machine learning and Esri deep learning models.

We will work in collaboration with you to create the right solutions that deliver the results you have come to expect. We also understand that data and applications built upon the DEN geospatial system are an integral part of your planning and operations. With the HNTB team, you get a consultant with the right mix of committed innovation, technical diversity and project management. We make that promise to you on this contract and will deliver just as we have on other assignments.

**We view every engagement with our clients as a partnership, bringing the unique HNTB “spark” of imagination.**

## Summary

The growth and expansion of the DEN GIS environment accompanies HNTB's growth in digital innovation and technology services around the country. This offers a unique and collaborative opportunity for the HNTB team to help DEN continue providing efficient and scalable geospatial solutions to support your many business needs, including asset management and performance measures.

In addition to the specific tasks outlined in the solicitation, DEN may need additional technical support tasks which will be defined as the needs arise. HNTB is able to respond and exceed every need expressed in your RFP to uniquely supplement your staff as needed, per assignment, as you will continue to see from the range and depth of our applicable experience. Whether your needs include concepts such as “big data” to better mine and perform analytics, BIM or related 3D visualization, real-time analytics and notifications of inspections, or the update and overhaul of your enterprise GIS system and applications, you have the benefit of leveraging the HNTB team's comprehensive experience. We also have experience in providing or soliciting embedded positions on short or long-term engagements with our clients, which is especially strong for geospatial support services and clients like NTJA and Iowa DOT, should this need arise for DEN.

From expertise in machine learning, upgrading your enterprise Esri or Geocortex environment, performing survey or reality capture services, to migrating legacy GIS web applications; we have assembled a team of professionals that is right for DEN and this geospatial on-call. We will leverage the experience from our diverse and ever-expanding digital innovation portfolio, our deep knowledge of DEN along with our aviation planning and design understanding, and our industry partnerships with vendors like Esri, Bentley, Autodesk and Amazon.

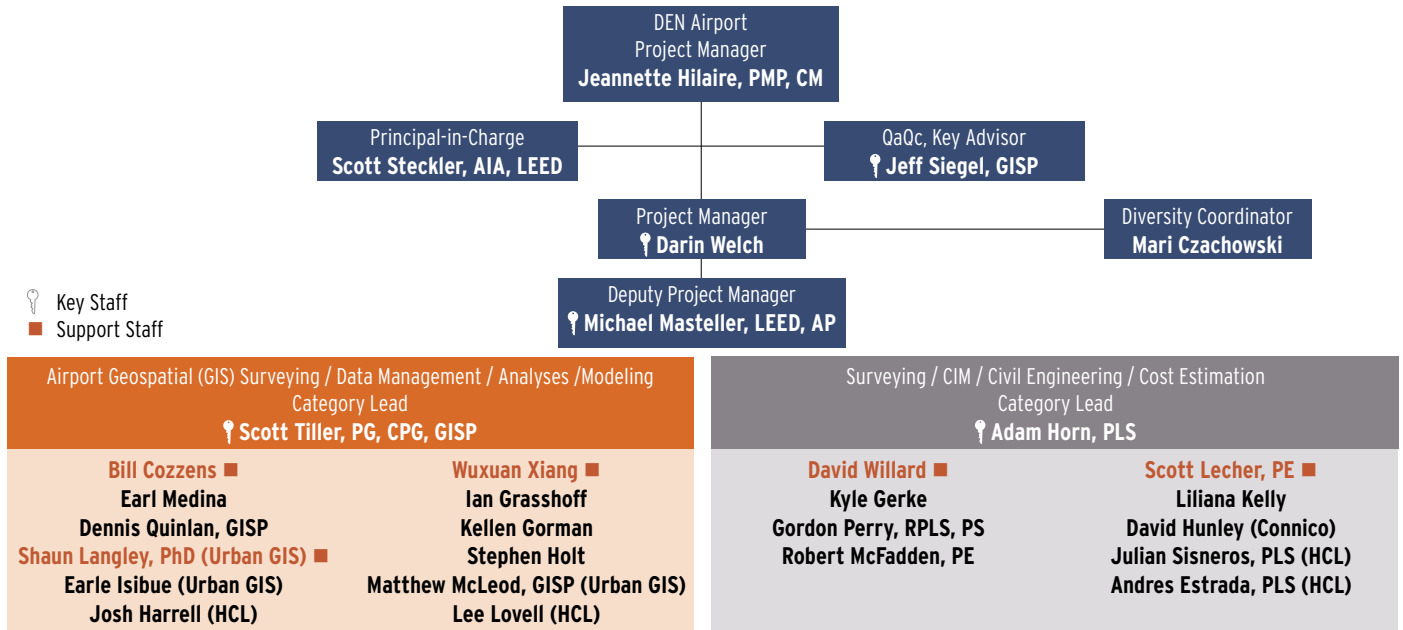
**We look forward to bringing our robust bench and leading-edge practices to the big and exciting ideas of DEN!**

## 4. Key Personnel



## 4. Key Personnel

Exhibit 4.A.: Organization Chart



Our team is led by Darin Welch and comprised by Michael Masteller and Jeff Siegel, GISP to provide you with well-rounded task delivery. We pair our technology leaders with subject matter experts who understand your business processes. Our project management and controls team for the multi-billion-dollar Concourse Expansion Program (CEP) and the Great Hall Program are excellent examples of this. Working with you on both programs, we sought the participation of targeted stakeholders from your Airlines Partners, Airport Concessionaires, DEN Operations, partnering consultants and city agencies.

The successful delivery of our technical approach starts with staffing the project with the right resources. Our project manager, Darin Welch, and local deputy project manager, Michael Masteller, will lead the HNTB team and provide you with well-rounded technical engagement. We have assembled the perfect team to support Darin and Michael with highly qualified delivery expertise, surpassing every subject area described in your RFP.

Darin and Michael are supported by two very experienced category leads, Scott Tiller and Adam Horn, as organized in your subject areas of potential services. Both Scott and Adam will coordinate directly with Darin and Michael on each potential assignment to evaluate business needs and with

whom the appropriate staff should be from the HNTB team to support.

### Subcontracting Plan

HNTB will provide the primary geospatial support services and project management. We have carefully selected subconsultants who have successfully delivered on prior DEN projects or have successfully previously worked with HNTB in order to augment our team’s expertise and provide additional capacity as needed:

**HCL Engineering & Surveying (MBE)** will be responsible for LiDAR, Scanning, Aerial Photography, Planimetrics, Digital Elevation/Terrain Models, and Custom Mapping. They have delivered detailed surveys, mapping and complex civil design programs for DEN for more than 10 years. HCL Engineering has worked with many of the DEN AIM staff and project managers.

**Connico, Inc. (WBE)** will provide cost estimating services. Connico has worked with HNTB for more than 15 years, most recently on the DEN LEED Campus program development, providing cost estimates for the individual LEED credits.

**Urban GIS (MBE)** will provide Schema Development and Updates, Data Collection and Attribution, Data conversion (AutoCAD, BIM, GIS), 3D analysis, System Support, and Automation and Scripting



support services. HNTB has been working with UrbanGIS for more than 12 years delivering major surface transportation projects.

Each of these firms will be subcontracted to, and managed by, HNTB. With the utilization of UrbanGIS, HCL Engineering, and Connico, Inc., we commit to exceed DEN's 15% MWBE goal.

## Ability to Perform Services Required

### BEST-IN-BUSINESS INNOVATORS

HNTB maintains a talented pool of digital innovation subject-matter experts among our growing practice of nearly 100 technology professionals nationwide. As well, our active technology industry business partnership allows us unique access to technical experts in a wide range of geospatial and technology platforms providing DEN with unparalleled industry expertise.

For the past decade, HNTB has successfully deployed and maintained its own Esri development environment using Amazon Web Services (AWS). By monitoring industry trends and being a part of early adopter programs with Esri, we can determine how new and speculative geospatial tools will perform and identify both value and risk that may result before implementation within any of our client's enterprise GIS environments. Working in cooperation with Amazon and Esri through our vendor partner relationships, we are also able to gauge and refine performance benchmarks, providing a better real-world expectation of a production deployment for solutions. Leveraging this approach for NJTA and the Port of Houston Authority allowed us to gain leadership buy-in much more effectively by providing defensible system requirements and costs of operation without impacting existing enterprise systems or exhausting their IT resources.

For this project, the HNTB team – from management to support staff – will leverage the expertise and experience of HNTB's Technology Solutions Center. This group of more than 40 talented technologists comprise HNTB's national center of excellence for our company's delivery of geospatial and related technology solutions. This team includes professionals experienced in enterprise GIS architecture and implementation, database development and management, data

collection, acquisition and visualization (including LiDAR), as well as custom web development and third-party solutions integration and deployment.

HNTB knows that any work completed for our clients is all about how we can help DEN succeed, leveraging efficiencies and better decision-making using digital innovation. In addition to staff at HNTB is comprised of highly skilled and respected subconsultants, including local MWBE firms, to help deliver the work assigned within the subject areas you've identified. HNTB will provide most of our proposed services using our own staff, both local and through our network of national experts. For certain tasks, we are partnering with specially selected subconsultant firms that we have worked with in the past and that we have a long-standing business relationship with, including HCL, Connico and UrbanGIS.

This business philosophy helps our team of partners control costs with pre-approved billing rates and professional staff that have worked with our team and understand our sophisticated staffing approach. We are committed to maintaining a high level of quality control on all projects, regardless of size. HNTB's PQP and QC process requires our subconsultants to maintain work efficiency and quality. We hold our subconsultants to our own high standards by adopting our PQP, by including them in our collaborative review sessions and providing training where needed. Prior to submitting deliverables to HNTB, our subconsultants will participate in our quality checklists. Our delivery team and subconsultants will be supported by our national quality management team and technical experts every step of the way.

### RESUMES

Resumes for Key Staff and brief qualifications of non-key staff are located in **Appendix 2**.

HNTB and our consultants **Submittal 2 Overhead Multiplier Factor Calculation form** and **Exhibit E Core Staff Rate Proposal form** are included with our submittal as separate attachments per the RFP instructions.

Exhibit 4.B - Staff Experience Matrix

	Jeff Siegel	Darin Welch	Michael Masteller	Scott Tiller	Adam Horn	Bill Cozzens	Ian Grasshoff	Dave Willard	Earl Medina	Wuxuan Xiang	Laura Bartz	Gordon Perry	Scott Lecher	Kyle Gerke	Kellen Gorman	Dennis Quinlan	Stephen Holt	Liliana Kelly	Earle Isibue (URB)	Matthew Mcleod (URB)	Shaun Langley (URB)	Josh Harrell (HCL)	Lee Lovell (HCL)	Julian Sisneros (HCL)	Andres Estrada (HCL)	David Humley (CON)	
Airport Geospatial (GIS) Surveying/Data Management/ Analyses/Modeling	Aerial Photography, Planimetrics, Digital Elevation/Terrain Models	✓		✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓						
	Schema Development and Updates		✓		✓	✓	✓		✓	✓			✓		✓	✓	✓		✓	✓	✓						
	Data Collection and Attribution		✓	✓	✓	✓	✓	✓	✓	✓			✓		✓	✓	✓		✓	✓	✓		✓			✓	
	Data conversion (AutoCAD, BIM, GIS)		✓	✓	✓	✓	✓	✓	✓			✓	✓	✓		✓	✓	✓	✓	✓	✓						
	3D analysis	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓			✓	✓	✓	✓	✓	✓	✓				
	Custom Mapping and analyses		✓		✓	✓	✓		✓	✓			✓		✓	✓					✓	✓					
	System Support	✓	✓	✓	✓		✓	✓		✓	✓						✓										
	Automation and Scripting		✓	✓	✓		✓	✓		✓	✓			✓			✓		✓	✓		✓					
	Indoor and Outdoor Geospatial data/tools/ models (e.g. ArcGIS Indoor, ArcGIS Urban)	✓	✓			✓	✓	✓						✓	✓			✓	✓								
	3rd party Geospatial data interoperability (e.g. Apple, Google, etc.) standard		✓		✓		✓	✓		✓	✓			✓			✓										
	Quality checks to ensure compliance with FAA AGIS requirements		✓		✓	✓	✓	✓		✓	✓	✓	✓				✓			✓	✓	✓					✓
	Surveying/BIM/Civil Engineering/ Cost Estimation	Interior and exterior LiDAR/3D Scanning	✓			✓			✓				✓	✓	✓			✓	✓	✓				✓			
Post processing and model updates (GIS, Civil 3D and Revit)			✓	✓	✓	✓		✓				✓	✓	✓			✓	✓					✓	✓		✓	
FAA Airport Exhibit A Surveys		✓	✓		✓	✓	✓					✓												✓	✓		
Civil 3D studies			✓		✓			✓				✓	✓	✓				✓									
Cost Estimating of proposed Planning projects such as cut/fill requirements, horizontal work (runways, taxiways), vertical facilities, utilities, etc.						✓						✓	✓											✓	✓	✓	

Staff is HNTB unless otherwise noted. URB - Urban GIS, HCL - HCL, CON - Connico

As you can see from the above staff experience matrix, the HNTB team is providing you with highly skilled and diversified support staff to deliver task-based solutions based on your anticipated scope of services. We find tremendous strength in our team's ability to not just wear multiple hats, but also be able to leverage the knowledge and perspective of adjacent technology patterns. For example, many of our staff that have experience performing LiDAR scanning services, also hold certifications as either land surveyors or engineers. We understand that more value is gained in the ability to not just collect data, but know how it can be utilized again

and again for multi-use applications like surface creation, clash detection, automated asset extraction, 3D/4D/5D visualization, and more.

The rich and diversified experience that our team embodies gives you the confidence that we can address any task need that may arise and the assurance that our depth of expertise is abundant. We've gained our diverse bench strength through established trust and successful delivery for a multitude of aviation and transportation clients for more than a decade. We are bringing that same level of trust, confidence and diversity of skills to DEN.

# 5. Aviation Experience





## 5. Aviation Experience

### Understanding, Challenges and Experience Working in the Aviation Environment

The HNTB team understands the magnitude and complexity of working with and on one of the busiest airports in the U.S. We are currently working with other major airports with similar needs including DEN, ATL, LAX, ORD, IAH, TPA, and MCO and have at one time worked on all the current top 40 airports in the U.S. We bring the knowledge and experience of our digital innovation specialists, as well as our aviation expertise from our planning, design and build practice. The additional value you receive with the HNTB team is an innate understanding of how vertical and horizontal projects are developed for airports; we know what is important for DEN and your program.

Recognizing the aviation environment's unique challenges, we are skilled at balancing the often-competing objectives of schedule management, construction efficiency, and operational continuity. We are able to systematically approach challenges and solve them by applying our evolving industry expertise and past lessons learned, to provide the innovation and ingenuity needed to tackle the unique challenges at DEN.

### Aviation Project Experience

**O'HARE INTERNATIONAL AIRPORT (ORD) - TERMINAL AREA PROGRAM: LEAD DESIGN AND ENGINEERING SERVICES**



**Duration:** 2020 - Present

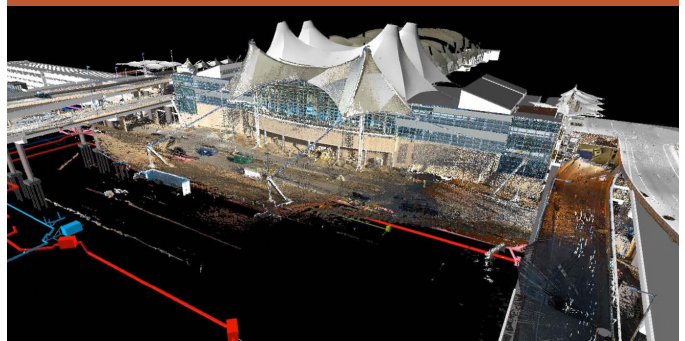
**Relevancy**

- Programmatic lead on complementation of full 3D design process (Civil 3D and Revit) and BIM deliverable
- BIM-GIS integration strategies including quality checks for FAA AGIS compliance
- Indoor and outdoor geospatial modeling and analysis

For Chicago O'Hare International Airport (ORD), HNTB holds the role of lead civil engineer in the design of two satellite concourses to be built. As part of its scope, HNTB is designing all heavy infrastructure components of the project, including a central tunnel system for utilities, baggage and passengers. We will also design the taxiways and civil infrastructure between and around the concourses.

To better support the overall civil design of the project, HNTB is leading the BIM Implementation of the project, ensuring the client's objectives of BIM for lifecycle support is achieved. This effort includes developing BIM standards for, and integration pathways/workflows to ORD's GIS platform. 3D base maps of all existing sub-surface utilities are being developed. This significant design program is at the heart of helping ORD implement a completely new BIM approach; using new standards derived from USACE BIM Standards. HNTB's BIM Toolkit was implemented at the outset of the program to support full asset management ready deliverables at time of construction.

### DEN SOUTH TERMINAL REDEVELOPMENT PROGRAM



**Duration:** 9/2009-11/2015

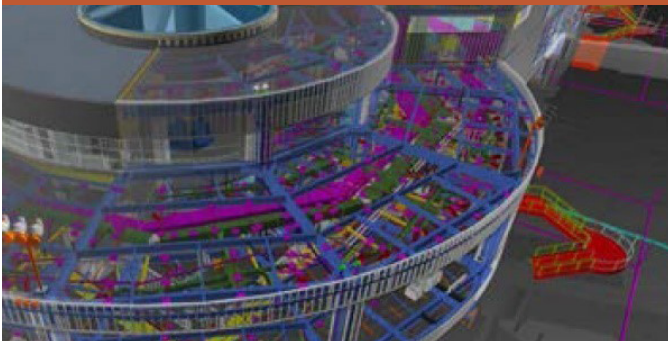
#### Relevancy

- Collaborated on creating a facility management system
- Creation of a BIM Execution Plan
- Creation of a Systems integration plan with DEN's GIS

In the Fall of 2011, the Denver International Airport began its South Terminal Redevelopment program (STRP) to expand the existing Jeppesen terminal, adding hotel and a train from the airport to downtown. HNTB was awarded the Program Management of the South Terminal Redevelopment Program (which later became the Hotel and Transit

Center HTC) with an overall role of helping the airport through the design, construction, and into occupancy. As a part of HNTB's efforts, the team worked to create a facility management system that met the airport's specific needs and captured data throughout the design and construction process. The system began by capturing existing conditions both above and below ground around the existing terminal and then collecting additional information throughout the design and construction process. The effort included complete BIM implementation strategy development and the creation of a BIM Execution Plan as well as a systems integration plan with DEN's GIS and asset management systems. Once construction was complete, the BIM and integration strategies provides a complete virtual environment of building assets.

### SAN TERMINAL 2 WEST EXPANSION



**Duration:** 2009-2014

**Relevancy:**

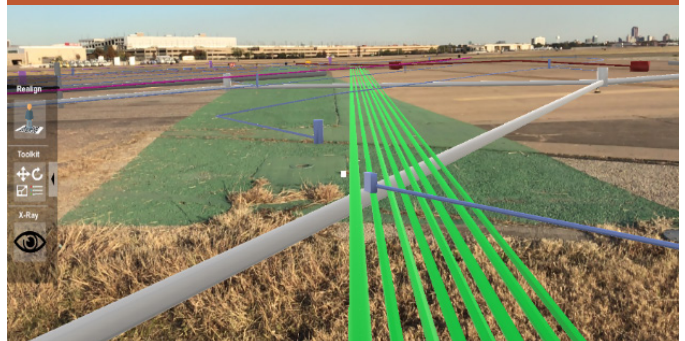
- Collaborated on creating a facility management system
- Data capture throughout the construction process for asset management

HNTB, as part of a design-build team, served as master architect and lead architectural and engineering designer for this project. The terminal expansion, planned for LEED Silver certification, consists of 483,000-square-foot total, 10 new aircraft contact gates and 54,000-square-foot of concession space. The 1.3 million-square-foot airside pavement expansion includes remain-over-night aircraft parking, aprons, taxiways and taxi lanes. HNTB provided the design for full Federal Inspection Services (FIS)/CBP facility.

As a part of HNTB's efforts, the team worked with the client to create a facility management system that met the airport's specific needs and captured data through out the design and construction

process. HNTB was contracted to capture existing conditions data of the terminal expansion program (underground utilities and building structure information) and then followed up collecting additional information throughout design and construction as required by the design team. The asset management system is also tied to the construction model so each asset is spatially located accurately within the airport as an as-constructed condition.

### DALLAS LOVE FIELD



**Duration:** 2019-2020

**Relevancy:**

- 3D utility modeling and GIS integration.
- Data collection and attribution; and systems support.

At Dallas Love Field, HNTB developed a technology strategy, and solution for Augmented Reality (AR) in the field. As part of the airport's site improvements, it was important for designers and on-site maintenance crews to better understand the location of both existing and proposed sub-surface utilities spanning beneath taxiways, runways and terminals.

To address these needs HNTB implemented technologies that integrated BIM, GIS, and AR tools that allowed for "walk-anywhere" viewing of subsurface elements through wearable headsets (Microsoft HoloLens) and handheld Mobile Devices (iPAD, iOS and Android). Building Information Models (BIM) of existing and proposed subsurface utilities were developed using as-built information and proposed design layouts to construct a geospatially located 3D subsurface scene for the Airport. These models were then linked into a GIS application that was used to publish "AR Ready" models to an AR app that is specifically geared for field use.

The results of this effort at Dallas Love Field proved the effectiveness of AR to help stakeholders better understand existing site conditions below the



surface, and for visualizing proposed utility route options that can avoid costly clashes with existing utilities and or other subsurface structures in place.

### SALT LAKE CITY INTERNATIONAL AIRPORT GIS REVIEW AND GAP ANALYSIS

**Duration:** 2016-2017

**Relevancy:**

- Data collection and attribution
- System strategy development and support.

Urban GIS, as a part of a team completing a Federal Aviation Administration (FAA) Airport GIS Survey, conducted a thorough review and gap analysis of Salt Lake City Airport's existing GIS data. This evaluation involved a review of each applicable airport feature group and class to determine the extent of compliance with specifications for the collection of airport data as stated in FAA AC 150/5300-18B. While assessing the data, we considered geometry type, data capture rules, attribute data type, and description — with a strong emphasis on determining schema accuracy and compliance with domain table rules. The evaluation also included the spatial positioning and accuracy of the data, relying on both visual inspections and migration tools that control for topology errors. The final report included a record of observations aimed at identifying opportunities for improvement prior to submittal to the FAA Airport GIS Portal.

### MIDWAY INTERNATIONAL AIRPORT GIS CONVERSION

**Duration:** 2016-2017

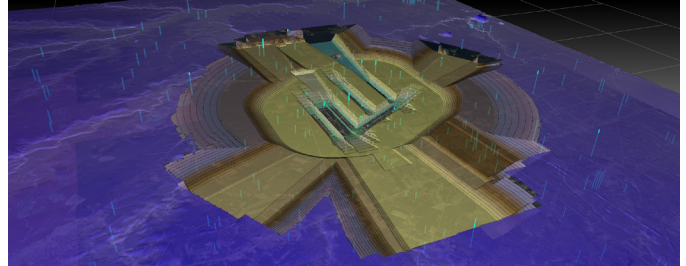
**Relevancy:**

- FAA Airport Layout Plan development
- Data conversion and scripting

The fundamental goal of this project was to create a geodatabase of infrastructure features within Midway International Airport boundaries in compliance with Federal Aviation Administration (FAA) Airport Surveying GIS Program specifications and submission standards. To that end, our team assisted with the conversion of legacy airport CAD drawings of the Airport Layout Plan and created new data sets as required by the FAA. Our approach was an iterative process whereby both geometry and attribution values were extracted from the CAD drawings, then rigorously inspected for quality and edited using a range of tools and

parameters, including the Data Migration tool for topology error control. Once the data was confirmed to be compliant, it was ready for integration into the FAA website.

### HOUSTON AIRPORT SYSTEM, ARCGIS AIRPORT HEIGHT HAZARD MODEL, HOUSTON, TX



**Duration:** 2015-2016

**Relevancy:**

- 3D geospatial analysis
- Automation and scripting

HNTB was contracted to work in collaboration with City of Houston's legal and GIS staff to develop the model for one of the three area airports. HNTB developed a 3D ArcGIS airspace model to analyze FAA required airspace surfaces for all terminal equipment replacement programs, Part 77, One Engine Inoperative (OEI), and International Civil Aviation Organization (ICAO splay, 62.5:1 slope). All airspace surfaces were constructed in AutoCAD Civil 3D and converted into ArcGIS 3D surfaces. The analyses provided a composite of the lowest FAA-regulated surfaces and non-regulated OEI surfaces. The City of Houston's GIS and permitting staffs use the 3D composite airspace surface model for reviewing construction permits for projects inside the airport hazard areas surrounding the Houston Airport System's three airports.

## 6. Survey Experience



## 6. Survey Experience

### Survey Experience in an Aviation Environment

The HNTB Team has recent, relevant and modern survey experience, both at DEN and airports around the United States. Performing any airport survey requires a specialized understanding of a wide range of specific requirements from the many stakeholders in and around an airport. HNTB and HCL have professionally licensed Land Surveyors and staff who have led and supported countless Airside and Landside survey operations at some of the largest international airports in the US – very comparable to DEN. HCL has dozens of badged employees and permitted vehicles that have full access to the DEN airside and with their familiarity of every square mile of the DEN airport; our team will be able to quickly mobilize for any survey task requested. This experience allows our team to be prepared to bring experienced resources, tested and applied knowledge, and the right approach with the right tools to respond to any survey task needs that DEN requires. The HNTB team is prepared and committed to efficiently respond to all of your needs – big and small – starting on day one with a keen eye toward a need to reduce any impact to airfield operations.

### Survey Project Experience

In 2020, HNTB won first place in a Young Professional Innovation Competition through the Airport Consultants Council (ACC). The proposal focused on improving airfield maintenance with drone-based LiDAR scanning and an artificial neural network analysis of the pavement conditions. Pavement inspections are a tedious and expensive process for airports. Airports receiving federal funding are required to inspect runways at least once a year, with the most trafficked runways needing to be inspected as frequently as once a week. Consisting of upwards of 200,000 square yards of paved surface, large teams and significant time are required to inspect, log and analyze the condition of the pavement. Leveraging LiDAR (Light Detection and Ranging) technology and artificial neural networks (ANN's) together, this proposal looked to complete more accurate and comprehensive inspections, save time and money, and streamline decision making. LiDAR in conjunction with unmanned aerial vehicles

(UAV's) could provide an accurate digital model of the airfield pavement and map the defects and deficiencies while ANN's can analyze the data, identify critical issues and can offer recommendations on how the airport should best proceed with repairs.

Our deep experience with airfield, landside and roadway projects shows that for efficient and successful survey operations, a clearly established standard operating procedures (SOP) is necessary prior to mobilizing any survey operation at an airport. These SOPs include pre-field survey requirements such as airfield communications, security credentialing, safety training, modifications to traffic, personal protective equipment and health and safety planning. As well as in-field requirements such as local coordinate systems, hardware and software and data collection procedures. HNTB developed SOP documentation for San Francisco International Airport Utility Master Infrastructure Study. In partnering with a local SBE survey firm, HNTB met with all necessary stakeholders to document the field survey requirements and developed a SOP manual for SFO to provide to anyone performing survey at the airport – on that project and for any future projects. This provided clear guidelines and direction for all survey parties to follow, ensuring clear, consistent, efficient and accurate data collection of all airside and landside subsurface utilities.

#### SFO UTILITY MASTER INFRASTRUCTURE STUDY



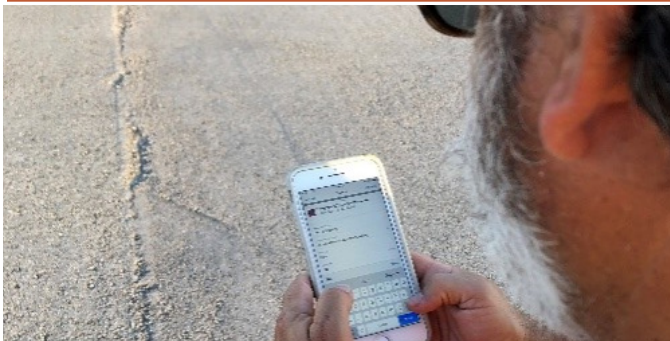
At San Francisco International Airport, HNTB has the role of delivering a campus-wide master utility infrastructure study in coordination with SFO's Capital Improvement and Airport Development programs.



A major element of the effort is the use of modern location-based inventory and data modeling of all utilities including electrical, telecom/information technology, domestic and fire water, recycled water, sanitary sewer, storm drain, industrial wastewater, natural gas, and jet fuel. In the unique times of COVID-19, with the dramatic fall of airport runway traffic; our HNTB Team has been able to accelerate delivery and enable our field teams easy access to facility areas that were envisioned almost completely inaccessible due to operational need and safety concerns during normal times.

Local cadastral survey knowledge is important to achieve accurate geospatial location of field collected survey data. Airports typically have a localized HARN survey network that is to be utilized for data collection. Understanding how to perform coordinate transformation to the local network for survey and geospatial data is important to ensure quality and accurate geospatial data including aerial imagery, airside assets, runway data, etc. Accurate geospatial location allows for the display of survey and GIS data through additional viewing methods including augmented reality.

#### MIAMI-DADE AVIATION DEPARTMENT (MDAD) PAVEMENT AND FACILITY INSPECTION MODERNIZATION

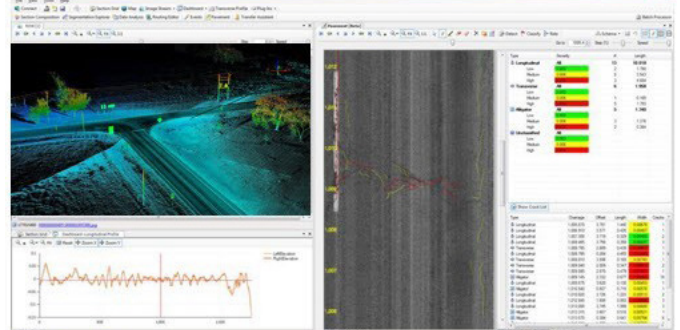


HNTB is responsible for performing pavement and facility inspection services for the 5 airports that comprise the MDAD system, including Miami International Airport (MIA). In 2020, our team set out to modernize the approach to performing inspection services, as well as the delivery of asset condition data to MDAD for direct integration into their Enterprise Asset Management System (EAMS). Using the ArcGIS Online platform, HNTB developed an enterprise geodatabase model using historical and existing datasets, including valuable property information developed through FAA Exhibit A surveys. Once established, the

model would allow inspection teams to conduct pavement distress findings using iPhones or iPads, paired with a higher-accuracy GPS device (via Bluetooth). Inspection teams were also able to use these same device and companion GPS units to perform inspections of facilities at each airport. It was important for inspectors to capture the condition of each room in every facility, which they accomplished by going through a list of almost 40 inspectable items per room. The inspection teams could also perform indoor and outdoor modeling by floor since each facility dataset was developed through CAD drawing conversion.

The result of this inspection work conveys information both spatially and through charts, graphs and tables in an interactive dashboard. The team can visualize both real-time inspection results, or review historical information through the dashboard. As well, this high accuracy location information can be relied upon and trusted to support dashboard and mapping uses as well as integrated with other datasets for additional higher accuracy requirements.

#### FDOT RCI/EMERGING TECHNOLOGY ON-CALL

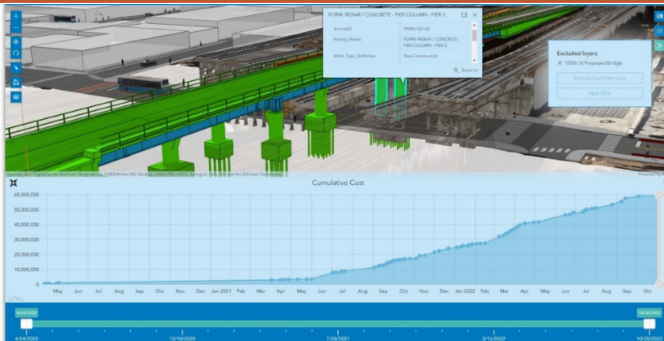


The use of emerging technologies offers the opportunity to improve efficiency in the collection, extraction and processing of data for multiple uses by FDOT. Field collection of data using light detection and ranging (LiDAR), combined with high-resolution imaging using an array of multiple camera systems, offers a safe and efficient method of data collection.

A current use case for this type of data collection is the Roadway Characteristics Inventory (RCI). This inventory is overseen by the Transportation Data

and Analytics (TDA) office in coordination with counterparts in each FDOT District. RCI, along with other datasets managed by TDA, allows for informed transportation decisions by both internal and external stakeholders such as the Federal Highway Administration (FHWA).

### LONG ISLAND RAILROAD (LIRR) JAMAICA STATION PHASE II IMPROVEMENTS 5D VIRTUAL DESIGN AND CONSTRUCTION VIEWER



As a major element of successful delivery of the design of the reconstruction of one of the nation's largest and most travelled transit hubs in the nation; HNTB's digital innovation capabilities were crucial in providing a web-based platform for the integration of the project's 3D design with schedule (4D) and cost (5D) elements. All of this is being done dynamically – pulling together geospatial data, parametric models, schedule and cost data objects continually processed and displayed into a dynamic web-viewer for the project team, client and contractor partners to view and analyze complex construction phasing scenarios.

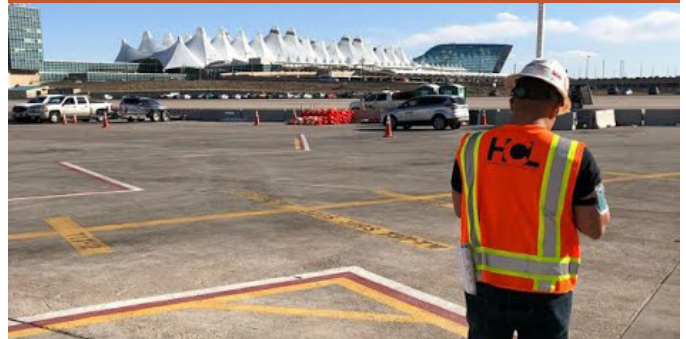
### DEN CONCOUSE A AND B WEST EXPANSIONS (CEP)



HCL was responsible for providing the topographic survey for the design of Concourse A and B West Expansions as well as setting the survey control for the 3D LiDAR scan of all interior levels. Responsibilities include coordination with DEN

Survey Section on following the protocols for setting secondary control while using the DEN Low Distortion Projection (LDP) coordinate system. Coordination with DEN Operations to be escorted in to the movement areas to complete our topographic survey. For the interior 3D LiDAR scan we were tasked with traversing from the exterior utilizing the secondary control used for the topographic survey to the interior of all levels inside the concourse to set tertiary control for the use of registering the scan point clouds which would be on the same LDP coordinate system as the exterior survey data. Also coordinated closely with client and DEN Operations to ensure all proper personnel were advised of our work activities.

### DEN REAL ESTATE NON-AERONAUTICAL LAND RELEASE SURVEYS



DEN Real Estate intends to conduct a grant land swap of certain landside Development Districts owned by DEN for the lease of private entities. HCL is tasked to provide the necessary property surveys and legal descriptions required by the FAA for a non-aeronautical land release, the HCL team will be responsible for providing the necessary Land Survey Plats and metes and bounds description for each parcel for grant reallocation/release as well as the remaining parcels from the parent parcel and the development district parcels. HCL is also tasked with surveying the boundary of approximately 2,800 acres of land to be received and approximately 900 acres of land to be released in the district parcels. The survey includes surveying approximately 100 aliquot section corners on airside and landside property and will require close coordination with DEN Operations. All surveys conducted by HCL in which will cause a land-use change will require the DEN Exhibit A Airport Property Inventory Map to be updated with the new surveyed boundaries.



# 7. Ability to Respond



## 7. Ability to Respond

### Multiple Task Notices

For more than 25 years HNTB has been providing support to DEN by delivering infrastructure solutions for a broad range of projects. On this task order we will deliver the same commitment and efficient use of resources. From the initial call for a task assignment need, to task order approval, to the successfully completed project at close-out, HNTB is committed to our partnership with you, as an advocate of innovation with DEN.

*"As HNTB's Denver Studio leader, my number 1 priority is to deliver all DEN programs and task orders efficiently and within budget. I strive each day to make sure our project teams have the necessary resources and tools to bring DEN, and your stakeholders, extraordinary value on every project from Technology to Architecture to Engineering to Program Management services."*

- Scott Steckler, Principal-in-Charge

Working closely with you at the outset of each task order we will collaborate to identify the right approach and staffing based on your goals and objectives, and the appropriate application of resources from both DEN and the HNTB team. A successful example of this collaboration is our recent work with the Concourse Expansion Program Renewal project team. Our team was tasked with the development of a Conceptual Design Report Playbook for the refresh and renewal of all three existing concourses to align with ongoing Concourse Expansion Program (CEP) experience, which will include new flooring, new ceilings, new hold room furniture, new signage, moving walkway and escalator replacements, and upgraded restroom throughout. Our team partnered with the East Expansion design team, DEN leadership and the Program and Construction Managers for the CEP, and delivered a high-end graphic "Playbook" that will be used for final Executive level decisions for future projects.

*"Every task assignment is an opportunity for HNTB to help you realize more potential, using geospatial solutions to inform your decision making. It's important to me that our team doesn't just hear what you want, but why you want it and how you'll use the end result. We aren't just delivering you data or a tool in each task; we are providing with you new ways to enable and empower airport staff. I am here to make DEN as successful as possible."*

- Darin Welch, Project Manager

Our project managers and task leads will work collaboratively on every assignment, ultimately forming a partnership with DEN counterparts, emphasizing frequent communication and consultation. For each assignment, we make it a point to check in frequently, emphasizing weekly conversations where we discuss the work on current and upcoming milestones.

*"As a committed technology implementation expert, I continually focus on incorporating appropriate technologies into practice. I am prepared to advise and work with the teams that are responsible for the coordinated processes, deliverables and services for DEN. Understanding the evolving value that technology brings to practice and how we can use it to best serve you is of utmost importance to me."*

- Michael Masteller, Deputy Project Manager

We have had great success in our ability to respond to multiple task notices to proceed (NTP), typical of technology on-call assignments with other agencies. This includes work for the Port Authority New York New Jersey's development of audit systems and on the Chicago Department of Aviation's program management services contract. Our PM, Darin, will be responsible for allocating the work scopes to his staff. When multiple, concurrent task notices are issued, Darin will work with each task lead, whether it be a survey, data conversion, 3D analysis, civil study, cost estimating, or other to ensure we have the right balance and utilization of staff. Our work can be completed remotely utilizing secure Virtual Private Network (VPN) tunnel and collaboration platforms, such as Microsoft Teams or Slack, to meet, share and report our progress on technical tasks.

*"I am looking forward to helping DEN take advantage of greater integration and convergence of location intelligence offered by the latest geospatial platforms and best practices; and always looking to align these efforts with specific strategic and operational benefits to the airport and its stakeholders."*

- Jeff Siegel, QaQc & Key Advisor

### Stakeholder Coordination

Our project experience includes the coordination of work with DEN and the City and County of Denver (CCD) to make sure our team is following security and access protocols, providing solutions that meet the DEN and CCD design standards and guidelines, and collaborating with your contractors on enabling and adjacent projects. This means you

can count on HNTB to be your partner and you can be confident that we will coordinate all aspects of each task delivery to be on time, on budget, and to your satisfaction.

## Offices and Number of Professional and Support Employees

**Exhibit 7A** illustrates the capacity of the HNTB team member firms.

**Exhibit 7A – Office and Number of Professional and Support Employees**

OFFICE ADDRESS	TOTAL EMPLOYEES	PROFESSIONAL (P) AND SUPPORT (S) EMPLOYEES
HNTB 1700 Lincoln St., Ste. 2450 Denver, CO 80203	25 in Denver; 6,000 firmwide	3,834 (P) 1,013 (S)
HCL Engineering & Surveying, LLC 5600 S. Quebec St., Ste. 205B, Greenwood Village, CO 80111	37	31 (P) 6 (S)
Urban GIS 171 North Aberdeen, Ste. 400 Chicago, IL 60607	16	12 (P) 4 (S)
Connico Inc. 2594 N. Mount Juliet Road, Mount Juliet, TN 37122	15	12(P) 3 (S)

## Location Where Work Will Be Performed

The work for this project will be coordinated through HNTB's Denver office.

## Quality

Our project manager, Darin Welch, believes quality isn't performed because it is a requirement or because we need to check a box that a step has been performed, but rather as a trait that is encoded into the actions and behaviors of every team member in their daily work. Darin approaches his work and relationships through the application of a notable quote by William A. Foster: *"quality is never an accident, it is always the result of high intentions, sincere effort, intelligent direction and represents the wise choice of many alternatives."* With this as a cornerstone to our project manager's approach to every assignment, Darin will tailor a quality plan that is specific to each task order.

Following our standards of performance, using HNTB's Quality Management System (QMS) we prevent the quality of our work from ever being compromised and confirm that we always use the right tool for the right task, including budgeting



and cost-tracking programs, reporting forms, and formal Quality Control (QC) procedures. Darin will develop a comprehensive work plan for each task assignment to support the expectation of HNTB's delivery and quality performance, while achieving DEN's objectives.

As work is performed, regular project reviews will be performed and are scaled based on size and complexity of a given task order. Our Project Quality Manager (PQM), Jeff Siegel, will assign any additional necessary QC reviewer(s) with the appropriate expertise based on the scope and scale of each task order so that we deliver quality interim and final deliverables as appropriate to each assignment.

## Subconsultants

HNTB has teamed with highly skilled and respected subconsultants, including local MWBE firms, to help deliver the work assigned within these service categories. HNTB knows that any work completed for our clients is all about how we can help you succeed.

HNTB will conduct your on-call services using the appropriate blend of our own staff through our network of local and national experts. In specific cases where it is best to incorporate subconsultant expertise, HNTB has brought a team of partners that we have a long-standing business relationship with, such as Urban GIS. This business philosophy helps our team control costs with pre-approved billing rates and professional staff that have worked with our team and understand our sophisticated staffing approach.

HNTB is committed to maintaining a high level of quality control on every assignment, regardless of size. Our Project Quality Process (PQP) and quality control process requires our subconsultants to maintain work efficiency and quality, holding our subconsultants to our own high standards by adopting our PQP and including them in our collaborative review sessions and providing training where needed.

Prior to submitting deliverables to HNTB, our subconsultants will participate in our quality review checklists. Our delivery team and subconsultants will be supported by our national quality management team and technical experts every step of the way.



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



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

HNTB is pleased to offer a utilization plan that supports the City’s vision of small business equity and sustainability by growing the capacity of talented DBE firms. HNTB is committed to your vision and offers to exceed your MWBE target of 15%.

### Key Personnel

HNTB built a team focused on critical project elements supported by a diverse, specialized team of discipline resources to focus on providing quick responses to any geospatial on-call tasks. Diversity is a value shared across our entire team, and will be an area of focus for our PM Darin Welch. For more information about the role of our key personnel in the utilization of our MWBE teaming partners, see **Exhibit 8A**.

Exhibit8A - Utilization Plan Key Personnel

ROLE	DUTIES
<b>B2Now User</b> <b>Mari Czachowski</b> mczachowski@hntb.com (720) 402-7450	Mari is the programs Lead B2GNow User. Her responsibilities include: Add Contracts/Task Orders to site Add Subconsultants to site Audit Reporting for all active Contracts/Task Orders after payment is issued - All Subconsultants
<b>Project Manager</b> <b>Darin Welch</b> dwelch@hntb.com 816-809-8990	Darin is responsible to make sure each project meets or exceeds the MWBE goal of 15% participation, by workplanning the required tasks and finding the necessary firms to support each projects scope of work. He will develop an initial work plan based on a projected breakdown of services by firm. Our initial work plan identifies specific subconsultant roles for each projected task, and guides the identification of subconsultant needs. The work plan is also used as a guide throughout the contract to inform how our actual DBE utilization is tracking against projected utilization so that adjustments in work assignments can be made if needed. Darin will receive contracting, tracking, and monitoring support from Mari Czachowski. This regular review of data has allowed us to meet client goals and HNTB's commitment, as well as adjust staffing and engagement should deficiencies be uncovered through progress reporting.
<b>Controller</b> <b>Mari Czachowski</b> mczachowski@hntb.com (720) 402-7450	Mari is responsible for all project accounting/financial related activities. Mari will provide the PM with an updated budget analysis of: Review firms have the proper certification in compliance with City and County and Denver and contractual requirements Review that HNTB has current compliance certificates for all MWBE Firms Responsible for submitting all required forms to the DSBO: 18B Forms MWBE Work Order Change (WOC) Sub Background Info LOIs Prime Background Info MWBE Reporting Monthly Invoices Monthly Project Reporting Status Meetings
<b>Outreach/Community Engagement Coordinator</b> <b>Scott Steckler</b> ssteckler@hntb.com (202) 320-1729	Our Principal in Charge, Scott, is responsible for community outreach and bringing in the best MWBE partners to our project team. Scott will also work closely with the DEN Project Managers and the DSBO to schedule a virtual or in person MWBE outreach prior to each project construction advertisement. HNTB will also be able to utilize our internal public engagement group to employ series of media outlets to get the word out about any construction project developed from the geospatial support services. We will also reach out to various trade organizations like Colorado Contractors Association (CCA), Hispanic Colorado Contractors (HCC), Conference of Minority Transportation Officials (COMTO) to spread the news and maximize participation of small and minority owned and operated companies.

## Creative Inclusion Strategies

HNTB brings a diverse team of knowledgeable and experienced professionals who have earned your trust and respect. They are ready and eager to support you on this important project. All of them are very familiar with the airport, know your expectations and have served in other similar key positions that require complete understanding of DEN's processes and stakeholder considerations.

In late 2019, HNTB hosted a DBE networking event and holiday food drive to meet with potential teaming partners on a large light rail planning project. Our project leadership team met with dozens of interested firms and donated hundreds of pounds of non-perishable food items to a local nonprofit organization.

In response to COVID-19 restrictions on large face-to-face meetings, HNTB recently used video conferences to engage with potential teaming partners firms. HNTB hosted video and phone networking sessions with more than 40 firms earlier this year for a large infrastructure project where we learned about these firm's qualifications and the value they could provide to the project.

Holiday food drive donations were gathered as part of a 2019 HNTB DBE networking event.



## HNTB Small Business Initiatives

HNTB's Diversity and Inclusion program is a cornerstone of our firm. Our culture of promoting and actively managing a robust diversity and inclusion program informs many of our decisions that have direct impact on fair and equitable distribution of work with our small business industry partners as well advocating and promoting great opportunities to advance our own employees. HNTB is a 106-year-old US company that has led

the A/E industry in this important arena, and has a deep understanding and long history managing its federal contracts according to Title 49 Code of Federal Regulations (CFR), corresponding DOT Rules and Regulations. We also have complete familiarity with the City's Division of Small Business Opportunity (DSBO) and the associated ordinances.

Ten years ago, HNTB founded the national Partners Program. The program encompasses a structured, 12-month curriculum that has proven to help WBE/MBE/SBE's secure contracting opportunities on large-scale projects with major transportation agencies. The Partners Program consists of coaching and mentoring by HNTB leaders. It provides opportunities to enhance all aspects of a successful business, including planning, project management, sales, marketing, operations, and financial management, to help a small business thrive.

Through our Partner's Program, HNTB has helped hundreds of SBE's across the country secure contracting opportunities on projects with major transportation agencies. This experience contributed to these firms' continued success. Some opened new offices, expanded existing offices, hired new employees, and developed lasting business relationships.

**"HNTB is the most influential partner we have had since starting the company."**

-Taroyln Buckles, CEO of Onyx Enterprise

**"We credit HNTB for giving us our first community engagement opportunity. Since then, we have had the opportunity to collaborate with HNTB on multiple projects. None of this would have been possible without HNTB taking us under its wing and giving us the opportunity to envision, explore, collaborate and discover what is really important in any situation."**

-Tina Boyd, President and CEO Tina Boyd and Associates, LLC

HNTB regularly hosts and sponsors diversity and inclusion events including AMAC, COMTO and social networking. A recent example is HNTB's extensive support of grassroots efforts such as the Jet Fuel Social Club, the Professional Women in Aviation event at the 2019 ACI-NA annual conference. Women from throughout the aviation industry came together to share ideas and



build relationships. HNTB's National Aviation Architecture Practice Leader, Julie Wienberg, hosted the event.

## HNTB's Procurement Process

HNTB has great relationships with local and national firms that have long-term experience at DEN. We carefully solicited these firms early on to discuss the Geospatial Support Services opportunities and how they would provide meaningful roles on our pursuit team. We kept our potential MWBE partners updated on the project scope information that we learned in discussion with the DEN leadership team and strategized how to fully utilize our partners to the best of their capabilities.

HNTB actively engages in mentorship roles with all our subconsultants throughout the project development process. Our PM, Darin Welch, will hold regularly scheduled meetings with our teaming partners to review current tasks and to assist with their needs.

HNTB participates in industry small business training events, such as this from 2019, which was hosted by one of our transit clients.



HNTB will utilize our standard form of agreements for subcontracting with our MWBE partners, working directly with their leadership to make sure they can meet DEN's contractual terms and conditions and insurance requirements. Or if not, we will attempt to find the appropriate language and insurance levels that can be agreeable to both parties.

Through our early meetings with DEN on the geospatial opportunity, we outlined the on-call program needs and discussed what opportunities

were available for MWBE participation. We documented our phone call conversations, email requests, and meetings with potential partners to make sure we found the firms with the necessary qualifications, relationships, experience and ability to provide the anticipated services.

## Debriefing Process

During the RFP process, we reviewed our list of MWBE firms and began our selection process holding virtual meetings to learn about each other's capabilities and value propositions with the goal of benefiting the project. We shared a copy of the RFP and informed the teaming partners that HNTB was evaluating and selecting the most qualified individuals to join the team. After careful consideration, we informed the selected teaming partners and notified others that were not selected. In most cases, this was due to a mismatch of services and needs. We provided thoughtful and thorough communication so the firm understood the decision.

HNTB will maintain records of our communications will all bidders during the solicitation process and these documents will be available to the DSBO as required.

## Communication Process with MWBE Partners

HNTB proactively integrates subconsultant firms into the team through meaningful participation and open communication. This begins at kickoff, when our PM presents our Project Management Plan that covers communication, the risk matrix, quality, schedule, safety, budget, invoicing and scope. We also request safety management plans from each subconsultant and create bridging documents between subconsultant and HNTB safety plans. These are shared with DEN and our PM Darin Welch to promote alignment between DEN and our subconsultants.

To address potential disputes, HNTB applies the following dispute resolution process in collaboration with our MWBE partner firms.

First, we meet with our partner firms' leadership and discuss methods to equitably resolve any possible dispute in the most positive manner. It includes:

- Review/confirm contractual obligations.
- Document disputed items and associated contract terms.
- Identify non-disputed areas to continue work.
- Identify solutions acceptable to both parties and associated contractual changes.
- Engage DEN on changes that impact prime agreement or project performance.
- Draft contract modification, review, and execute.

As an example of this process in practice, on a recent landside project at SEA, the scope and fee for roadway illumination analysis design stated that roadway illumination and analysis design would be performed on two roadways. Our MWBE subconsultant assumed associated ramp and parking lot entrance were excluded, so their fee did not include hours to perform this design work. We worked with the subconsultant to develop a contingency release request for the additional design work, and presented it to the client. Our client was understanding and authorized the additional budget for our MWBE subconsultant.

## Project Examples

HNTB is committed to working with small and disadvantaged businesses. Our proven track record includes our current DEN Concourse Expansion Program (CEP) with more than \$8.6M contracted to minority and women owned firms.

With accurate work planning based on past projects and regular monitoring, we are confident that we will meet or exceed DEN's goal. That same work planning and monitoring helps us to immediately identify if we are tracking ahead or behind on our partnering commitment so we can make

adjustments as needed. After evaluating both our current and planned utilization, if we identify that our anticipated MWBE percentage at the end of the contract may fall below our goal, PM Darin Welch will implement strategies to achieve our planned MWBE utilization. Based on what brings value to DEN and meaningful scope to our partners, we will release more of the work to our subconsultant partners rather than keep the work in-house, and if needed, we will work with DEN to add a new, experienced MWBE firm to the team to take on more of the work. See table for project examples where we have been successful in promoting the participation of MWBE firms.

## Exhibit 8.B -Project Examples with MWBE Participation

PROJECT	CONTRACT PARTICIPATION GOAL %	ACTUAL CONTRACTED %	PARTICIPATING FIRMS
DEN Concourse Expansion Project (CEP)	17%	18%	Ambient Energy Corey Electrical Engineers Frankly Lighting Gallun Snow Associates HCL, Inc. LS Gallegos & Assoc.
SEA Airfield IDIQ Support Services	12%	33%	Osborn Consulting (civil) HWA GeoSciences Landry Consulting (SRM facilitator) Grace Aviation (SRM facilitator) Jack Scott Engineering (pavement design)
SEA Checkpoint 1 Relocation Design Services	5%	24%	Vic Thompson Company HLB Lighting Selbert Perkins Connico Inc. Moye Consulting
SANDAG IT On-Call Services	5%	22%	Sutra Research Datadel, Inc
ORD Tunnel Design	38%	62%	Milhouse 2iM Group OSEH Panacea Group Sanchez & Associates CCS International APS Geo Services Primera Engineers Singh + Associates Atlas Engineering Claasen, White & Associates

# 9. Additional Information





## 9. Additional Information

Since 1914, HNTB has built a reputation for excellence and innovation in designing the first modern turnpike, a significant portion of the U.S. interstate system, and signature bridges. HNTB has been advancing technology in the transportation industry since the 1950s when we used the earliest punch card programming to write roadway geometry and bridge design software.

Today, we bring this same pioneering spirit to our efforts in digital innovation, playing an important role in how we deliver the most sophisticated infrastructure projects as well as how we help our clients with their challenging digital transformation initiatives. Across the country, HNTB is helping our clients continue to pursue innovation by leveraging geospatial platforms and emerging technologies that include:

- Virtual Public and Stakeholder Engagement
- Smart Cities/Smart Government
- Emerging Mobility Solutions
- Enterprise Asset Management and Enhanced Operations
- Virtual Design and Construction/Digital Twins
- Advanced Reality Capture Strategies
- Virtual/Augmented Reality and Creative Media
- Program Management Digital Delivery
- Enhanced Data Strategies and Cloud Solutions
- Enterprise Geographic Information Systems/ Geospatial Solutions

As an important part of our innovation efforts, HNTB created an Innovation Council comprising top companies in automotive, communications, data management and analytics, cybersecurity, emerging mobility solutions. This body identifies industry best practices and acts as a compass for HNTB and our clients in an increasingly dynamic technology environment. This type of collaboration is becoming increasingly necessary as rapid changes in technology create uncertainty among public agencies. This council includes technology partners that are crucial to DEN's overall technology portfolio and demonstrate HNTB's commitment to knowing the best practices and leveraging the best solutions for our industry's benefit.

Esri's and Autodesk partner specialists are often value-added resources to our clients. A recent example where this resulted in a direct line of support to HNTB's Dave Willard in his work to provide guidance on state-of-the-art BIM standards for Chicago's O'Hare Airport Modernization Program. This means that DEN will benefit, in terms of delivery time and quality, from our industry relationships and our ability to leverage of vendor resources in the latest, fast moving technology developments. This level of industry partnership has also allowed HNTB to be an early adopter of the latest offerings from these providers, this includes Esri's latest platform offering called GeoBIM which offers a lot of promise to enhanced integration and management of GIS and BIM data for enterprises.

### Helping Fulfill Your Vision

We know you are busy, and the industry is constantly changing. To provide right-fit solutions for our clients, the HNTB team prefers to offer its strategic "success management" process to kick off on-call engagements. This workshop-driven process is structured around discovery and strategic planning. We can bring together industry SMEs, both internal and external, with your leadership and staff to think boldly; looking past existing constraints to define a vision of geospatial innovation success, develop goals and supporting success measures, identify risks, and develop potential next steps through action planning.

We have used our success management approach with many our clients in similar settings, most recently with New Jersey Turnpike Authority to establish a technology strategic plan as we approach the renewal of our next 3-year GEC with them and having digital innovation as a core service. These workshops often lead to a new or revised definition of success, providing you with a roadmap to follow, and to keep excitement and momentum for your key initiatives. The ultimate outcome will be actionable geospatial tasks and strategies, prioritized with what is most important to you, in the form of a Success Management report, and ready for you to execute at the appropriate time.

## Our Celebrated Geospatial Industry Expertise

HNTB is a highly active Esri and Autodesk business partner. HNTB was the only [Special Achievement in GIS \(SAG\) Award winner](#) from the Architecture, Engineer and Construction industry in 2020 from Esri. HNTB has been identified as a differentiated expert in many of Esri's core platforms with a focus on transportation use cases and has expanded into official advisory positions and working groups with AutoDesk and Esri. HNTB's geospatial experts are continually asked to provide thought leadership to the industry. Our vigorous industry involvement and ability to help clients like DEN innovate and provide industry-leading digital innovation and technology services continue to be sought after, including but not limited to the following:

- Jeff Siegel and Darin Welch were panel participants on issues related to BIM-GIS integration at the very recent 2020 Autodesk University.
- Adam Horn presented as a part of an expert panel about Digital Twins at the Year in Infrastructure Virtual Conference in early November 2020.
- Jeff Siegel and Darin Welch hosting the Informed Infrastructure Webcast on "Solving Infrastructure Challenges through GIS and Civil BIM" in September 2020.
- Darin Welch and Ian Grasshoff's presentation at the 2020 Virtual Esri User Conference on "AEC Culture Shift: All Geospatial Delivery Should Use a Web-First Approach."
- Keynote presentation at the 2020 Virtual Esri User Conference by Jeff Siegel and moderated industry panel at the Architecture, Engineering and Construction special interest group.
- Bill Cozzens presenting at Esri's AEC Summit (Fall 2019) on web-based integration approaches and the use of AWS Cloud implementations.
- Darin Welch and Adam Horn were honored by Jack Dangermond, Esri's President and Founder, for efforts on CRTPO's unique web-based GIS application at the 2017 International Esri User Conference.
- Darin Welch and his team were beta testers of ArcGIS Online prior to its launch in 2013
- Darin Welch and his team helped agencies with some of the first deployments of ArcGIS Portal, prior to its more formal and direct integration with ArcGIS Server/Enterprise
- SANDAG receiving the Outstanding Innovation in Green Planning and Design Award from the San Diego Chapter of the Association of Environmental Professionals for their Climate Action Data Portal, an interactive geospatial web tool that HNTB developed.
- Michael Masteller has served as an advisor with Autodesk on AutoCAD, Architectural Desktop, Revit, Navisworks and BIM360, working with the Revit team as a pre-release early adopter prior to its acquisition by Autodesk.
- Michael Masteller coordinated with the JetStream team to explore development of the application that would become Navisworks and established large scale, wide area network model sharing/collaboration for Revit that would become the cloud-based BIM360 platform – both of which would later be acquired by Autodesk.



HNTB development team members Darin Welch and Adam Horn were honored by Jack Dangermond, Esri's President and Founder, for efforts on CRTPO's unique web-based GIS application at the 2017 Esri User Conference.









## Darin Welch

### Project Manager

Darin brings a substantial level of knowledge and thought leadership through his technical background in geospatial systems integration, technology project management, enterprise GIS implementation, and application solutions development. He has been with HNTB for over 20 years, refining his skills in the geospatial arena with a focus on leveraging existing software investments, configuration over customization, systems integration, and emphasizing the importance of the end-user experience.

#### Firm

HNTB Corporation  
(1999–Present)

#### Education

- M.S., Geographic Information Science, Northwest Missouri State University, 2018
- B.S., Drafting/Design and Technology, University of Central Missouri, 1999

#### Affiliations

- Kansas City ArcInfo Users Group

### REPRESENTATIVE PROJECT EXPERIENCE

**Miami-Dade Aviation Department (MDAD) Trust Agreement Inspection Services Modernization, Miami-Dade County (2020–present)** — As technology manager, Darin led the development of a system architecture and data modeling effort to complement fieldwork required by inspection teams for all 5 airports within the authority of MDAD. Using the ArcGIS Online platform, inspections are performed in real-time and include condition assessments and identification of defects. All information is available through an Ops Dashboard, including a display of field photos and overall rating for each facility, and is structured to be delivered to MDAD for direct incorporation into their Enterprise Asset Management System.

**MTA Long Island Railroad Jamaica Station Phase II Improvements, Long Island, NY (2018–Present)** — Darin is the technology solutions lead in the development of an approach and web-based application that provides the agency and project team an immersive 5D view into the phased construction being proposed. The processes implemented include the integration of Microstation, InRoads, Revit, 3D Studio Max, Esri CityEngine, and ArcGIS Online. Elements within the 5D model can be queried and viewed in a web-based 3D scene, where “slices” of time and 3D space can be visualized.

**New Jersey Turnpike Authority (NJTA) Enterprise GIS Implementation Program, Statewide, NJ (2013–2018)** — As project manager, Darin was responsible for defining implementation methodology prescribed by an updated strategic plan for the NJTA, relying upon leveraging successful Enterprise GIS implementation approaches and the latest in Esri platform technology. Implementation includes ArcGIS Server, ArcGIS Online/Portal and the Roads & Highways extension, among other Esri technologies.

**Iowa DOT Prioritization and Scoping Application, Statewide, IA (2016–present)** — Darin was responsible for leading the first iteration of Iowa DOT’s Project Prioritization app into a substantial version 2 release that includes the ability to create and propose new capital improvement projects. He provided oversight and release planning for all aspects of the development of this application, including User Acceptance Testing with key stakeholders at Iowa DOT.



## Michael Masteller, LEED AP

### Deputy Project Manager

Michael is the Architecture Director of Design Technology. He leads the Design Technology and BIM Managers teams and is the primary architecture point of contact to other technology and IT groups throughout the firm. He participates both in early project meetings to strategize, conduct risk assessments, review contract and review schedules & deliverables, and in project progress meetings to evaluate technology use in design, production and delivery. He oversees and contributes to BIM Execution Plans and Project Technology Workplans, and has implemented new technologies through planning, configuring, pilot programs, training and incorporation into practice.

#### Firm

HNTB Corporation  
(2018–Present)

#### Education

- A.S., 1989 Architecture & Construction Technology, Anoka Technical College, Minnesota

#### Professional Registrations

- LEED AP

### REPRESENTATIVE WORK EXPERIENCE

**Gensler-Firmwide Design Technology Studio, Associate, Design Technology Application Manager, Denver, CO, (2014–2018)** — As a member of the global Firmwide Design Technology Studio, Michael provided collaboration leadership and support for the teams on the Delta projects at LAX Terminals 2,3 & 5, set up the collaboration environment for the team working on the American Airlines Flagship Lounge and Dining at LAX Terminal 4, and educated the Gensler team and coordinated with Corgan on the use of BIM360 for cloud collaboration on the \$1.3B LAX Midfield Satellite Concourse.

**Fentress Architects, Design Technology Manager, Denver, CO (2011)** — As Design Technology Manager, Michael provided leadership for the firm's BIM and Revit implementation initiative and worked with project leadership to increase efficiency in project delivery. His experience includes organizing digital document review and construction administration for the LAX Tom Bradley International Terminal Modernization and Expansion project. He implemented a digital collaboration center, provided iPads and instructed on use for key personnel, and implemented digital construction administration tools in collaboration with Hensel Phelps on the iPad platform for Alaska Airlines gates at LAX.

**Gensler, Firmwide VDC Manager, Denver, Co. (2007–2011)** — As the Virtual Design & Construction Manager, Michael provided global vision, leadership, strategy and support for the firm's BIM and Revit implementation initiative. He worked with project leadership to increase efficiency in project delivery through education and process/workflow planning. He also assisted the team with construction administration tools and workflow development for the new John Wayne Airport Terminal C addition.

**Denver International Airport, Denver, CO (2010)** — Michael was a member of a group of experts in the development of the Denver International Airport BIM Standards and BIM Execution Plan. There were representatives from Gensler, HNTB, Jacobs, Parsons, AECOM and CDV Systems.



## Jeff Siegel, GISP

### QA/QC; Key Advisor

Jeff has more than 26 years of experience in the implementation of information technology solutions related to infrastructure planning, design, operations and maintenance. His experience in enterprise GIS strategic planning and program management will allow him to draw upon experience and industry involvement for the benefit of DEN. He offers specialized expertise in the development of technology and systems that support the specialized infrastructure planning, operations and maintenance activities of public agencies.

#### Firm

HNTB Corporation  
(1994–Present)

#### Education

- M.S. Planning, Indiana University, 1999
- B.A., Political Science, Indiana University, 1993

#### Professional Registrations

- 2004/Certified GIS Professional/#00024309
- 2020/AWS Training and Certification Business Professional (Digital)

#### Affiliations

- Geospatial Information Technology Association
- Illinois GIS Association
- Geographic Information System Certification Institute (GISCI) Review Committee Member
- Geospatial Information Technology Association: Industry Trends Analysis Group Advisor
- BuildingSMART Alliance BIM-GIS Information Exchange Committee Member

#### REPRESENTATIVE PROJECT EXPERIENCE

**San Diego Association of Governments (SANDAG) IT On-call Services, CA (2019–Present)** — Jeff serves as the services lead to more than 19 individual task orders providing short and long-term support to the enterprise. The initiatives include tasks around data governance, database administration, Cloud migration, and the development of both a geospatial application and a regional open data portal.

**Massachusetts Port Authority, Trust Agreement, MA (2013–2017)** — Jeff was the quality control and assurance lead for the design and development of this web-based solution. The application allows Massport staff to review Trust Agreement inspection data, generate work orders that assign maintenance and repair tasks to their workforce, and track history across all aviation facilities and integrated with their enterprise Asset Management System.

**Iowa DOT On-call GIS Services, Statewide, IA (2015–Present)** — Jeff provides quality oversight for the provision of general and project-specific GIS/IT services to the Iowa DOT. This has included the development of specific applications, data modeling and database design, as well as on-site staffing to assist with DOT work assignments.

**Kane County DOT On-Call GIS Services, IL (2018–2020)** — Jeff was the project manager for the provision of the current GIS services supporting the diverse needs of KDOT. He was responsible for resource assignment, managing staff availability, tracking project milestones and additional project administration.

**New Jersey Turnpike Authority (NJTA) eGIS Implementation Program, Statewide, NJ (2013–2017)** — Jeff was the project director responsible for defining, implementing and supporting eGIS architecture and data governance methodology prescribed by the strategic plan for NJTA.

**Milwaukee Metropolitan Sewerage District (MMSD) BIM Vision Implementation Phase IV, Milwaukee, WI (2016–2017)** — Jeff was the project director in the implementation of an early deployment project to examine real applications of BIM for plant facilities management. The project did practical research in the application of the latest 3D design/construction methods with the plant's facilities.





## Adam Horn, PLS

### Survey/CM/Civil Engineering/Cost Estimation Lead

Adam is a geospatial solutions developer in HNTB's Technology Solutions Center who provides ongoing support of HNTB's initiative to utilize geospatial data to create surveying solutions. His responsibilities include implementing geospatial data on key projects, researching data collection technologies to advance the firm's capabilities, and developing best practices and training materials to disseminate knowledge and critical information to project teams.

### REPRESENTATIVE PROJECT EXPERIENCE

**Florida DOT, Motor Carrier Size and Weight Facilities, Statewide, FL (2017–2019)** — As the Senior geospatial solutions developer, Adam was responsible for GIS database and schema development for the mobile field collection and assessment of Florida DOT statewide motor carrier size and weight facilities. The project included the development of an asset management system in GIS framework followed by initial asset condition assessment of existing infrastructure utilizing mobile GIS technology.

**Massachusetts Bay Transit Authority, LiDAR Survey and Track Chart Development for All Transit Revenue Track, Various Locations, MA (2016–2018)** — Adam was the technologist who was instrumental in developing a GIS database driven, software agnostic approach to help the MBTA establish a foundation to consider the development of an Enterprise Asset Management System. The team utilized the “Amazon Cloud” for storage, management and dissemination of the data, allowing members of the team who resided in different geographic locations to simultaneously work on the project. He also led the GIS database effort to create 3D geodatabase schemas for the features and attributes that were extracted from the LiDAR data and populated in the geodatabase.

**MMSD Facilities Building Information Modeling (BIM) Vision, Milwaukee, WI (2016–Present)** — Adam is the deputy project manager responsible for user needs analysis workshops and developing a final recommendation plan. HNTB is developing a vision for an integrated data management platform to support the MMSD's Water Reclamation Facilities (WRF). This platform is envisioned to improve decision making, increase effective emergency response, and support efficient facility operations and management by staff and consultants at the District's two wastewater facilities. This vision is to create a scalable and maintainable BIM solution for sharing WRF data that integrates with other District enterprise information systems. HNTB will help facilitate the planning of an effective and practical solution based upon ‘best of breed’ software platforms and approaches.

#### Firm

HNTB Corporation  
(2010–Present)

#### Education

- B.S., Geography,  
Northwest Missouri State  
University, 2000
- MGIS Certificate,  
Pennsylvania State  
University, 2012

#### Professional Registrations

- Professional Land  
Surveyor, #PS1503, KS,  
2008

#### Affiliations

- National Council of  
Examiners of Engineers  
and Surveyors
- Missouri Society of  
Professional Surveyors





## Scott Tiller, PG, CPG, GISP

### Airport Geospatial (GIS) Category Lead

Scott is a senior geospatial developer and geologist with more than 30 years of pertinent experience in the fields of Geographic Information Systems (GIS), Global Positioning System (GPS), geology and earth science, engineering and information technology. He offers an in-depth understanding of scientific, engineering, business and information technology that can be utilized to facilitate superior communication and understanding between these professional areas.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **San Francisco International Airport (SFO), Master Utility Infrastructure Study, San Francisco, CA (2019–Ongoing)**

— Scott is responsible for the design, implementation and management of a methodology using ArcGIS Online and ArcGIS Collector utilized to update existing utility data and collect new, field identified features that were not found in the existing data. While providing documentation and training, he also managed the day-to-day field collection activities including coordination with SFO operational units, generation of field assignments, monitoring/reporting of collection status, QA/QC and extraction/delivery of collected data back to SFO.

#### **Baton Rouge Parish, Stormwater Infrastructure Field Data Collection and Capacity Modeling, East Baton Rouge Parish, LA (2019–Ongoing)**

— Scott designed and implemented a process using ArcGIS Online, ArcGIS Collector and Trimble R2 receiving real-time corrections from LSU C4G. Approximately 15 field teams were systematically assigned capture basins to collect desired data.

#### **TxDOT, South Orient Railroad – GIS-Based Asset Inventory, West Texas, TX (2017)**

— Scott generated a calibrated base map representing the mainline of the South Orient Railroad. This calibrated base map allowed the user to easily locate features along the route using only the milepost values. He developed and implemented a custom geodatabase to store and manage recently collected field data along with historical asset information from other datasets. The compiled dataset was displayed and evaluated in GIS to gain a better understanding of the condition of the assets, their location in relationship to each other and an overall analysis of the entire 390-mile route.

#### **Texas GLO, Disaster Recovery Program Management, Derelict Structures Inventory, Texas Gulf Coast, TX (2014)**

— As the deputy project manager, GIS lead, and geologist, Scott worked closely with the client to capture project requirements and design a process using GIS and freely available data that provided an initial asset inventory of the state-managed submerged lands. The approximate four million acre project area was reviewed using aerial and satellite imagery in conjunction with other datasets to compile a GIS database that contained locations and required attributes for the requested sites (wells, platforms, piers, pilings, floating cabins, etc.).

#### Firm

HNTB Corporation  
(2009–Present)

#### Education

- B.S., Geology, Tarleton State University, 1998
- B.S., Computer Information Systems, Tarleton State University, 1998

#### Professional Registrations

- PG/Texas #1716, 2003
- CPG/US (AIPG) #10016, 1996
- 2015/GISP/US (GISCI) #91179, 2015
- Commercial UAV Pilot/FAA, #4347177, 2019

#### Affiliations

- American Association of Petroleum Geologists, 1984
- American Institute of Professional Geologists Member and Certified, 1996
- Austin Geological Society



### Firm

HNTB Corporation  
(2018–Present)

### Education

- B.A., Geography,  
University of Wisconsin,  
2000

### Affiliations

- Esri Wisconsin User  
Group (EWUG) President  
(2010-present), Officer  
(2008-present), Member  
(2003-present)
- Wisconsin Land  
Information Association  
(WLIA) Board of Directors  
(2010-2016), Member  
(2003-present)

## Bill Cozzens

Bill has 20 years of experience and is a subject matter expert in Esri GIS responsible for implementing and supporting the next generation of geospatial deployments and providing thought leadership in AWS cloud deployment solutions. He has a strong technical background in GIS/CAD/AWS integration and project management in enterprise GIS implementations. He has extensively utilized Esri enterprise and local government solutions on premise and cloud offerings in AWS, content management, database design and management with system integration.

### REPRESENTATIVE PROJECT EXPERIENCE

**Bay Area Rapid Transit (BART) Extension Phase II, San Jose and Santa Clara, CA (2018–Present)** — As senior geospatial systems developer, Bill is responsible for the creation and development of a custom real estate management (REMS) application, comprehensive Esri ArcGIS online portal, a series of web applications and 3D scene viewers utilizing integrated native BIM models. Multidiscipline design files are ingested into FME workspaces for automated conversion into the existing ArcGIS online portal, SharePoint and project controls frameworks. All solutions are hosted and integrated throughout a comprehensive AWS platform.

**I-94 Downtown Reconstruction Real Estate Database (RED) Application, Detroit, MI (2019–Present)** — Bill is the geospatial lead developer for an application used to track all phases of the land acquisition process. The application is used by personnel to manage more than 360 parcels being fully or partially acquired for the modernization project in Detroit. Tasks include geospatial data integration, workflow process modeling, data extraction, transform and load developments, map/application updates, testing and maintenance.

**San Diego Association of Governments (SANDAG) IT On-call Services, CA (2019–2020)** — Bill is the geospatial data scientist lead responsible for developing and training a series of deep learning neural network computer vision tools utilized in extracting over a million building footprints from various imagery sources in the region. Tasks consisted of building, testing and training AI and deep learning classification models to identify and extract features using AWS sagemaker and ESRI deep learning tools to deliver an automated workflow, documentation and attributed geospatial feature data set.

**Kane County On-Call Technology Services, IL (2018–Present)** — Bill is the senior geospatial systems developer responsible for reviewing, monitoring and implementing software platform upgrades, including adding functionality to the Esri ArcGIS Enterprise suite and web solutions. This includes architecture and environment enhancements with reporting from Waze and GeoEvent services.



## Scott Lecher, PE

Scott is a software developer and data scientist focusing on integrated solutions that leverage civil information model data and workflows from various disparate sources and systems. He specializes in managing CAD, GIS, BIM and LiDAR data to extract maximum value with minimal effort. Prior to joining HNTB's Technology Solutions Center in June 2018, Scott served 17 years in transportation engineering roles, including project management, inspection, design, and construction. He has extensive experience performing complex 3D/4D/5D modeling in GEOPAK, InRoads and MXROAD for plan development and Automated Machine Guidance.

### Firm

HNTB Corporation  
(2017–Present)

### Education

B.S., Civil Engineering,  
University of Evansville,  
2001

### Professional Registrations

- Professional Engineer,  
#PE10707518, IN, 2007

### Affiliations

- American Society of Civil  
Engineers

## REPRESENTATIVE PROJECT EXPERIENCE

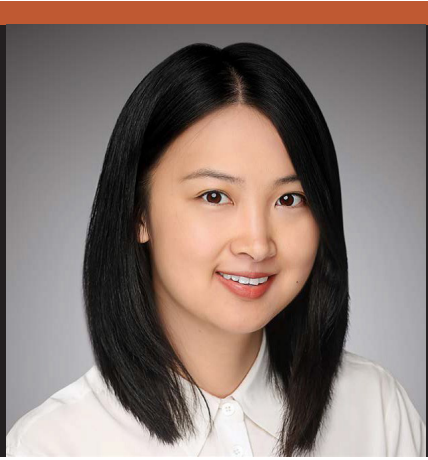
### **I-65/I-70 North Split Interchange and Downtown Bridges, Indianapolis, IN (2019–Present)**

— Scott is the visualization specialist who integrated 3D model data to support public outreach activities during the environmental permitting process. The visualization was developed as an interactive model that was presented during multiple public meetings and allowed stakeholders to zoom to a point of interest to understand the changes proposed by the project's preliminary design.

**FDOT RCI Pilot Phase II, Tallahassee, FL (2019–2020)** — Scott served as the data scientist for a pilot project assessing the suitability of deriving location and attribute data for existing assets via a multi-sensor collection effort. A subset of asset types was extracted from LiDAR and image data utilizing traditional efforts within MicroStation and ArcPro. Scott developed software processes to assist with data integration between CAD and GIS platforms. He identified current industry trends and capabilities regarding the use of computer vision and machine learning within the context of civil infrastructure asset management.

**Port of Oakland Civil & Utility Asset Management, Oakland, CA (2019–Present)** — Scott serves as the software developer for a custom .NET add-in to associate DWG text entities as object data to linear and point graphics. Scott consulted on best practices for data-centric management of legacy CAD data for eventual incorporation into Enterprise GIS.

**Walk Swing Span Bridge Replacement, Norwalk, CT (2018–Present)** — Scott serves as the virtual design and construction (VDC) specialist for this vertical lift railroad bridge. He is the 3D model specialist for civil project components, including channel dredging, wall excavation, parking lots, fencing, access routes, multi-use path, and track embankment. He also served as a LiDAR specialist who assisted with adjusting the model of the existing bridge so that it accurately represented the as-measured state.



### Firm

HNTB Corporation  
(2017–Present)

### Education

- MA, Geographic Information Science for Development and Environment, 2011, Clark University, Worcester, MA
- BS, Survey Engineering and Cartographic Science, 2009, Taiyuan University of Technology, China
- BA, English, 2009, Taiyuan University of Technology, China

## Wuxuan Xiang (Aster)

Aster is a member of the geospatial team, having joined HNTB after working for several years as a GIS programmer and research specialist at Washington University and the University of Illinois at Chicago. She has substantial experience in the ArcGIS platform (Desktop and Enterprise), and in developing custom solutions using Python and the Esri JavaScript API. Her project experience includes:

### REPRESENTATIVE PROJECT EXPERIENCE

**Iowa DOT Project Prioritization, Statewide, IA (2017–Present)** — Lead GIS developer of this application. Built upon the Esri JavaScript API and Angular, consuming REST services directly from the Iowa DOT’s secure ArcGIS server environment, Aster is responsible for devising highly intuitive approaches to the large amount of data that end users will be able to view. She is responsible for the capability to allow users to interact with and select specific LRS geometries being served from Iowa DOT’s Roads and Highways schema (via REST), where multiple roadways can be assigned to a proposed project.

**Florida DOT Motor Carrier Size and Weight Division (MCSAW), Asset Inventory and Inspection, Statewide, FL (2019)** — Lead GIS developer for the development of an automatic programming solution to back up and store the large amount of project-generated GIS data. This approach converted the original time-consuming manual method to the automated scripts that run and store data on a local server.

**NJTA Enterprise GIS Implementation Program, Statewide, NJ (2017–Present)** — Developer who provided upgrades, quality review, and deployment of ArcGIS Enterprise (10.5) to NJTA’s three-tier ArcGIS Server environment. Aster was also the lead GIS developer for several focused applications deployed to NJTA’s eGIS Portal. These are a combination of configuration and custom development (using Web AppBuilder), where the latter is built as re-useable widgets.

**MARTA REMS Deployment, Atlanta, GA (2018)** — Lead GIS developer for this web application that allows MARTA to filter and view their property ownership, and retrieve scanned documents about each property. Aster was responsible for the property filter, which provides a type-ahead functionality for users to easily narrow results, and a global search functionality that allows for very fast map or data navigation. She also developed a background Python script that aggregates associated documents into a more easily readable list to the end user via InfoBox.





### Firm

HNTB Corporation  
(2009–2012, 2017–Present)

### Education

Penn Valley Community  
College

## Dave Willard

Dave has nearly 30 years of experience as a virtual design and construction (VDC) professional in a range of roles and working with many different 3D BIM and geospatial platforms. He offers specialized expertise in the application of Autodesk, Bentley and Esri platforms for virtual design environments for a range of applications, including planning and design, construction inspection and engineering, asset management and operations, visualization and public outreach.

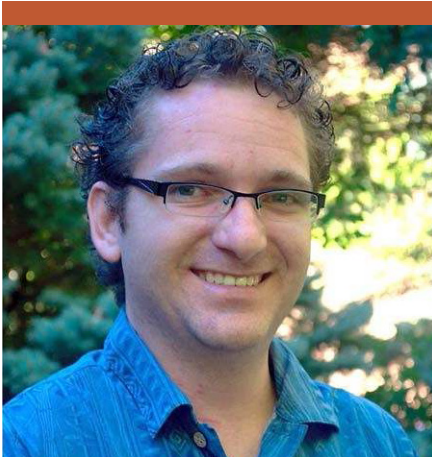
### REPRESENTATIVE PROJECT EXPERIENCE

**O’Hare 21 Program Terminal Area Plan Lead Tunnel Design and Engineering Services, Chicago, IL (2020–Present)** — Dave is the BIM director for the \$2B subway extension program, including all phases of development, from planning through construction oversight. This work includes the development and implementation of a cloud-based virtual design environment supporting a multidiscipline team of architects, engineers and designers.

**Walk Swing Span Bridge Replacement, Norwalk, CT (2019–present)** — As the BIM lead, Dave directs the bridge BIM (BRiM) effort, including directing a multidiscipline design team to develop Level 300+ BIM models for existing and proposed elements. Additional duties include building a 4D construction sequence visualization that will tie 3D model elements to the Primavera schedule, as well as augmented and virtual reality deliverables for field use.

**San Diego Association of Governments (SANDAG) Visualization Support, San Diego, CA (2019–present)** — Dave is the 3D visualization lead for SANDAG’s 5 BIG Moves initiative (Complete Corridor, Transit Leap, Mobility Hub, Flexible Fleets, and Next OS). Dave’s duties include developing high-resolution 3D models, renderings and video animations for five separate locations within the San Diego region. In addition to leading this visualization effort, Dave has led efforts to develop a SANDAG approved 3D content library that will be used for future SANDAG 5 BIG Moves efforts.

**VTA/BART San Jose Extension Program Management, San Jose, CA (2017–present)** — Dave serves as the BIM director for the \$2B subway extension program, including all phases of development, from planning through construction oversight. This work includes the development and implementation of a cloud-based virtual design environment supporting a multidiscipline team of architects, engineers and designers.



## Shaun Langley, PhD

Dr. Shaun A. Langley is a Senior GIS Developer with over 5 years of experience specializing in applied spatial data analytics, modeling, database design, and GIS application development. Shaun received his Master of Science in Entomology and his Doctorate of Philosophy in Geography from Michigan State University. Shaun joined Urban GIS in 2013 and has gone on to develop extensions, tools, and custom solutions for larger clients such as the Chicago Department of Transportation, Commonwealth Edison, and the Metropolitan Water Reclamation District of Greater Chicago. Shaun is proficient in a broad range of programming languages and uses his working knowledge of your needs to develop your world, your way™.

### Firm

Urban GIS  
(2013–Present)

### Education

- PhD, Geography, Michigan State University, 2014
- M.S., Entomology, Michigan State University, 2007
- B.S., Wildlife Ecology, University of Wisconsin, 2004

## REPRESENTATIVE PROJECT EXPERIENCE

### Worth Woods Subdivision Flood Control & LiDAR Processing

— Shaun was tasked with collecting building, vegetation, road-edge, driveway, and ditch-line features from LiDAR imagery provided by Robinson Engineering. Shaun processed and visualized the data for the Metropolitan Water Reclamation District of Greater Chicago, which allowed for the creation of DEM, DSM, and pseudo-imagery points of return intensity.

**Enhanced GIS Data Collection & As-Built Services** — Urban GIS was contracted with QM3 to collect gas utility field data for Atlanta Gas and Light. Gathering data and accuracy requirements, Shaun led the quality assurance, quality control, and processing, and delivery of all gas utility as-built data collected by field crews. The vast majority of this work was done with CartoPac as the primary software platform.

**Land Records Assessment & Support Geodatabase Upgrade** — Urban GIS was contracted by the City of Philadelphia to assist in an upgrade of their GIS. Shaun recommended best-practices for the upgrade, and provided on-call support during implementation. The upgrade included moving from ArcGIS 9.3 to 10.3 and a major upgrade to the database from Oracle 9 to 11g.







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

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

Proposer: HNTB Corporation Date: December 8, 2020

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

In response to the Request for Proposal (RFP) dated November 3, 2020, for RFP NO. 202054609, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

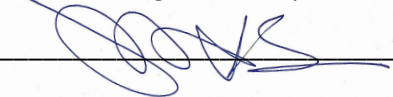
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: Addendum 1; 11/25/2020

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: Juan Uribe, PE, Denver Office Lead

Proposer's Business Address: 1700 Lincoln Street, Suite 2450, Denver, CO 80203

E-mail address: juribe@hntb.com

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

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

Proposer Name: HNTB

Proposer Address: 1700 Lincoln Street, Suite 2450, Denver, CO 80203

Phone: 816.260.1791 Fax

Email: juribe@hntb.com

Federal Identification Number: 43-1623092

Principal in Charge (Name & Title): Scott Steckler, Associate Vice President, Architecture Denver Studio Leader,

Project Manager for this RFP (Name & Title): Darin Welch, Associate Vice President, HNTB Technology Solutions Ctr

Equal Employment Opportunity Officer: Nichole Carr

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

Liberty Insurance Corporation, Travelers Property Casualty Company, and Lloyds of London

**Parent Company Information  
(If Applicable)**

Name of Company: HNTB Holdings Ltd.

Address: 715 Kirk Drive, Kansas City, MO 64105

Phone: 816.260.1791 Fax: N/A

Contact Person: Juan Uribe, PE

**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: Delaware

**Is this a joint venture?**

- YES
- NO

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

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

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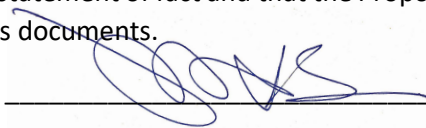
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**CERTIFICATION**

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

Signature  Title Denver Office Lead

Print Name Juan Uribe, PE

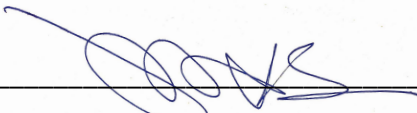
Date December 8, 2020

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

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

The undersign affirms that HNTB Corporation (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 Denver Office Lead

Print Name Juan Uribe, PE

Date December 8, 2020

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

\_\_\_\_\_  
\_\_\_\_\_  
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**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](http://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.  
**HNTB Corporation**

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.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**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.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**1700 Lincoln St., Ste. 2450**

6 City, state, and ZIP code  
**Denver, CO 80203**

7 List account number(s) here (optional)

Requester's name and address (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**

			-			-				
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or

**Employer identification number**

4	3	-	1	6	2	3	0	9	2
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶  Tax Director Date ▶ 10/1/2020

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-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)

- 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.



**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,

HNTB CORPORATION

is an entity formed or registered under the law of Delaware, 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 19921122841.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 11/12/2020 that have been posted, and by documents delivered to this office  
electronically through 11/13/2020 @ 11:35:51.

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 11/13/2020 @ 11:35:51 in accordance with applicable law.  
This certificate is assigned Confirmation Number 12725188.



Jena Griswold

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

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,

HNTB Holdings Ltd

is an entity formed or registered under the law of Delaware, 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 20071185027.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 11/12/2020 that have been posted, and by documents delivered to this office  
electronically through 11/13/2020 @ 11:41:26.

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 11/13/2020 @ 11:41:26 in accordance with applicable law.  
This certificate is assigned Confirmation Number 12725209.



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



**Attachment 1, Part 4 M/WBE Forms**

## **DSBO FORMS**

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

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





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

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

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

The City and County of Denver has specified a 15 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 15 % MWBE Participation on the contract.

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

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

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

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

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

Bidder/Proposer (Name of Firm): HNTB Corporation

Firm's Representative: Juan Uribe

Title: Denver Office Lead

Signature (Firm's Representative):

Date: December 8, 2020

Address: 1700 Lincoln Street, Suite 2450

City: Denver

State: CO

Zip: 80203

Phone: (816) 527-2760

Email: juribe@hntb.com



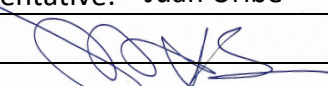


**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
1B - LIST OF PROPOSED SUBCONTRACTORS,  
SUBCONSULTANTS, AND/OR SUPPLIERS**

**City & County of Denver Contract No.:** 202554609

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

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

Contractor/Consultant		
Name of Firm: HNTB Corporation	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Juan Uribe		
Signature: 	Date: December 8, 2020	
Address: 1700 Lincoln Street, Suite 2450		
City: Denver	State: CO	Zip: 80203
Phone: (816) 260-1791	Email:	
Total Proposed Contract Value \$: \$1,000,000	Self-Performing Contract Value \$: \$800,000	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: HCL Engineering & Survey, LLC	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Lloyd Herrera		
Phone: 720-351-9457	Email: jherrera@HCLengineering.com	
Type of Service: Surveying		

Name of Firm: Connico Incorporated	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Connie Gowder		
Phone: 615-257-7000	Email: connie.gowder@connico.com	
Type of Service: Cost Estimating		

Name of Firm: Urban GIS	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Ricard Kerr		
Phone: 773-449-0796	Email: rk@urbangis.com	
Type of Service: Survey and Data Management		



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:		

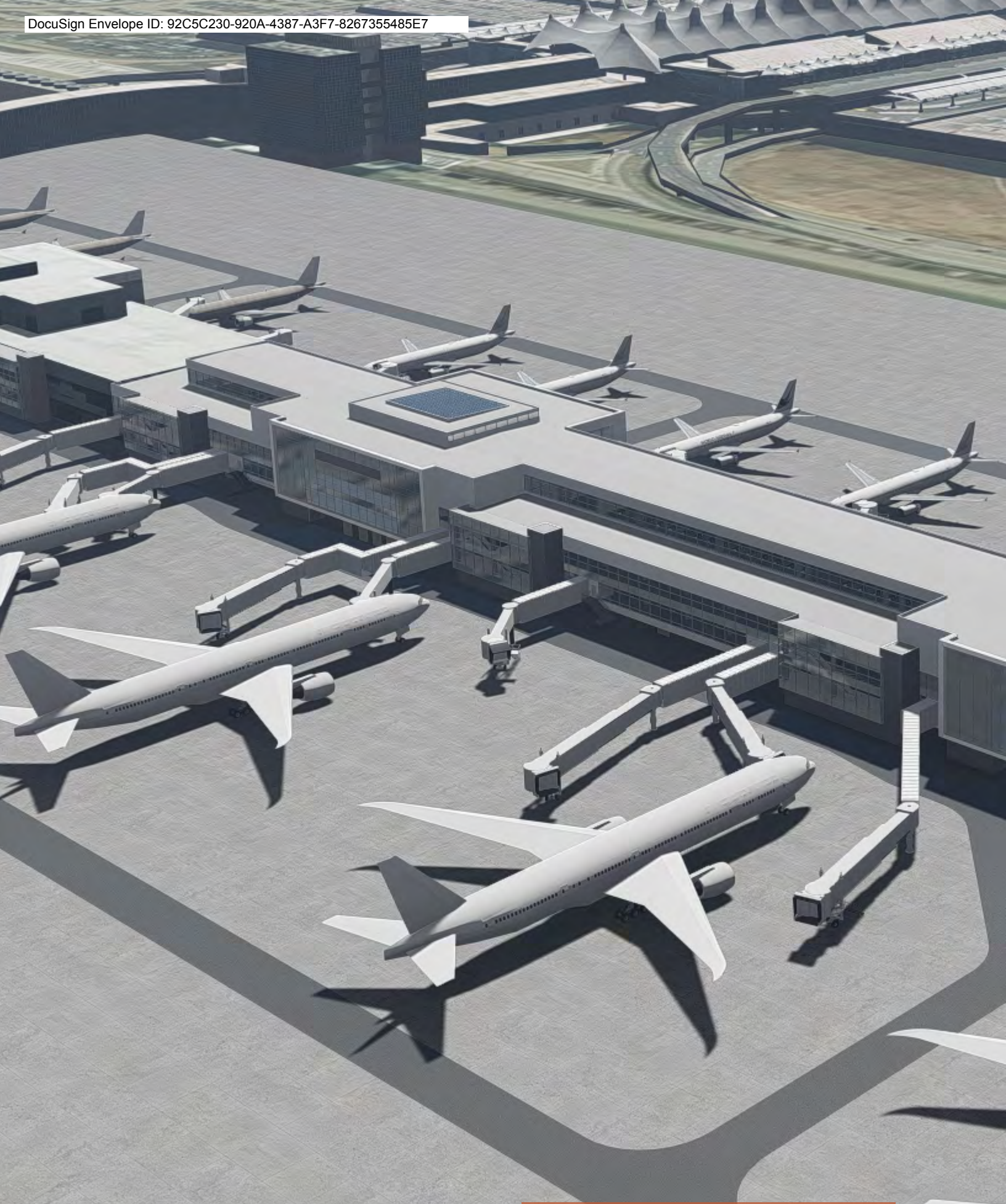
Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

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:		





<b>Reference #</b>	13459555
<b>Status</b>	Complete
<b>Business Email Address</b>	<a href="mailto:SSteckler@HNTB.com">SSteckler@HNTB.com</a>
<b>Enter Email Address of City and County of Denver contact person facilitating this solicitation.</b>	<a href="mailto:contract.procurement@flydenver.com">contract.procurement@flydenver.com</a>
<b>Please provide the City Agency that is facilitating this solicitation:</b>	Denver International Airport
<b>Project Name</b>	On-Call Geospatial Support Services
<b>Solicitation No. (Check Below if Not Applicable)</b>	202054609
<b>Name of Your Company</b>	HNTB Corporation
<b>What Industry is Your Business?</b>	Professional
<b>Address</b>	1700 Lincoln Street, Ste 2450
<b>City</b>	Denver
<b>State</b>	Colorado
<b>Zip Code</b>	80203
<b>Business Phone Number</b>	(303) 342-5773
<b>1. How many employees does your company employ?</b>	Over 100
<b>Number of Full Time:</b>	4847
<b>Number of Part Time:</b>	400
<b>2. Do you have a Diversity and Inclusiveness Program?</b>	Yes
<b>2.1. Employment and retention?</b>	Yes
<b>2.2. Procurement and supply chain activities?</b>	Yes
<b>2.3. Customer Service?</b>	Yes

**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)**

Effective Date: 4/1/2004

Policy Revision Date: 1/2/2019

HNTB will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, national origin, age, disability, pregnancy status, sexual orientation, gender identity, veterans' status, marital status, genetic information, citizenship status, or other status protected by law. HNTB will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, creed, sex, national origin, disability, pregnancy status, sexual orientation, gender identity, veterans' status, marital status, genetic information, citizenship status or other status protected by the law. Such action shall include, but not be limited to the following: recruitment, hiring, training, development, compensation, transfer, promotion, discipline, and termination. HNTB agrees to post in conspicuous places, available to employees and applicants for employment, this Affirmative Action and EEO Policy.

HNTB develops written Affirmative Action Plans for women and minorities, individuals with disabilities and covered veterans. These plans comply with Federal requirements for government contractors, and serve to help carry out HNTB's equal employment opportunity and affirmative action policy. HNTB invites any employee or any applicant for employment to review HNTB's written affirmative Action program. These plans are available for review upon request. Any questions or requests to review should be directed to your Human Resources Director.

HNTB will, in all solicitations or advertisements for employees placed by or on behalf of HNTB, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, national origin, age, disability, pregnancy status, sexual orientation, gender identity, veterans' status, marital status, genetic information and citizenship status or other status protected by law.

HNTB shall base employment decisions on the principles of equal employment opportunity and with the intent to further HNTB's commitment to affirmative action and equal employment. At no time will any covered employee, or covered applicant for employment, who exercises his/her rights pursuant to HNTB's Affirmative Action program be subject to discipline, or have his/her opportunities for employment adversely affected.

HNTB will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the



contractor's legal duty to furnish information.

Applicants and employees are invited to self-identify their race, gender, as an individual with a disability, and Protected Veteran. These self-identifications are strictly voluntary and confidential, and will not result in retaliation of any sort.

HNTB employees must comply with this policy and report any violations of illegal discrimination, as specified in the Integrity Reporting policy.

---

**4. Does your company regularly communicate its diversity and inclusiveness policies to employees?**

Yes

---

**If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)**

- Employee Training
- Pamphlets
- Public EEO Postings

---

**5. How often do you provide training and diversity and inclusiveness principles?**

Annually

---

**5.1 What percentage of the total number of employees generally participate?**

76-100%

---

**6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)**

HNTB values a diverse workforce that reflects the communities in which we live, work, and play. As such, we value diverse teams who lend varied approaches, viewpoints, and ideas to complex projects.

Our commitment to diversity and inclusion, in addition to our community involvement, were recognized by the American Council of Engineering Companies (ACEC), which honored us with the 2020 Diversity and Inclusion Award in the Large Firm Category.

HNTB's long-standing EEO program is aimed at building awareness, recruiting and hiring diverse team members, and engaging with our communities in meaningful ways. All offices have an outreach plan each year with specific goals. A portion of internal L&D resources is used for Inclusion and Diversity programming, training and updating the topic on the Sophisticated Approach to People (HNTB's internal website).

HNTB periodically performs in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist. HNTB provides mentorship opportunities to college students and partners with the Conference of Minority Transportation Officials (COMTO) to provide internships to college



students. HNTB attends career fairs hosted by national professional organizations, such as the National Society of Black Engineers and the Society of Hispanic Professional Engineers. HNTB's EEO program expands on details about training opportunities.

**7. Do you have a diversity and inclusiveness committee?**

Yes

**7.1 If Yes, how often does it meet?**

Quarterly

**8. Do you have a budget for diversity and inclusiveness efforts?**

Yes

**9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?**

No

**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**

Scott Steckler

**Today's Date**

12-03-2020

**Last Update**

2020-12-03 11:47:24

**Start Time**

2020-12-03 11:36:39

**Finish Time**

2020-12-03 11:47:24

**IP**

73.118.208.23

**Browser**

IE

**Device**

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**Referrer**

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# EXHIBIT F

NO. 202054609

## HNTB Corporation On-Call Geospatial Support Services MWBE Utilization Plan

August 24, 2021



HNTB Corporation  
Contract No. 202054609-00



## Minority and Women-Owned Business Enterprise (MWBE) Requirements

HNTB is pleased to offer a utilization plan that supports the City’s vision of small business equity and sustainability by growing the capacity of talented MWBE firms. HNTB is committed to your vision and offers to exceed your MWBE target of 15%.

### Key Personnel

HNTB built a team focused on critical project elements supported by a diverse, specialized team of discipline resources to focus on providing quick responses to any geospatial on-call tasks. Diversity is a value shared across our entire team, and will be an area of focus for our PM Darin Welch. For more information about the role of our key personnel in the utilization of our MWBE teaming partners, see **Exhibit 8A**.

#### Exhibit8A – Utilization Plan Key Personnel

ROLE	DUTIES
<p><b>B2Now User</b>  <b>Mari Czachowski</b>  mzczachowski@hntb.com  (720) 402-7450</p>	<p>Mari is the programs Lead B2GNow User. Her responsibilities include:</p> <ul style="list-style-type: none"> <li>– Add Contracts/Task Orders to site</li> <li>– Add Subconsultants to site</li> <li>– Audit Reporting for all active Contracts/Task Orders after payment is issued – All Subconsultants</li> </ul>
<p><b>Project Manager</b>  <b>Darin Welch</b>  dwelch@hntb.com  816-809-8990</p>	<p>Darin is responsible to make sure each project meets or exceeds the MWBE goal of 15% participation, by workplanning the required tasks and finding the necessary firms to support each projects scope of work. He will develop an initial work plan based on a projected breakdown of services by firm. Our initial work plan identifies specific subconsultant roles for each projected task and guides the identification of subconsultant needs. The work plan is also used as a guide throughout the contract to inform how our actual MWBE utilization is tracking against projected utilization so that adjustments in work assignments can be made if needed.</p> <p>Darin will receive contracting, tracking, and monitoring support from Mari Czachowski. This regular review of data has allowed us to meet client goals and HNTB’s commitment, as well as adjust staffing and engagement should deficiencies be uncovered through progress reporting.</p>
<p><b>Controller</b>  <b>Mari Czachowski</b>  mzczachowski@hntb.com  (720) 402-7450</p>	<p>Mari is responsible for all project accounting/financial related activities. Mari will provide the PM with an updated budget analysis of:</p> <p>Review firms have the proper certification in compliance with City and County and Denver and contractual requirements</p> <p>Review that HNTB has current compliance certificates for all MWBE Firms</p> <p>Responsible for submitting all required forms to the DSBO:</p> <ul style="list-style-type: none"> <li>– 18B Forms</li> <li>– MWBE Work Order Change (WOC)</li> <li>– Sub Background Info</li> <li>– LOIs</li> <li>– Prime Background Info</li> </ul> <p>MWBE Reporting</p>

	<ul style="list-style-type: none"> <li>– Monthly Invoices</li> <li>– Monthly Project Reporting Status Meetings</li> </ul>
<p><b>Outreach/Community Engagement Coordinator</b>  <b>Scott Steckler</b>  ssteckler@hntb.com  (202) 320-1729</p>	<p>Our Principal in Charge, Scott, is responsible for community outreach and bringing in the best MWBE partners to our project team.</p> <p>Scott will also work closely with the DEN Project Managers and the DSBO to schedule a virtual or in person MWBE outreach. HNTB will also be able to utilize our internal public engagement group to employ series of media outlets to get the word out about any construction project developed from the geospatial support services. We will also reach out to various trade organizations like Colorado Contractors Association (CCA), Hispanic Colorado Contractors (HCC), Conference of Minority Transportation Officials (COMTO) to spread the news and maximize participation of small and minority owned and operated companies.</p>

## Creative Inclusion Strategies

HNTB brings a diverse team of knowledgeable and experienced professionals who have earned your trust and respect. They are ready and eager to support you on this important project. All of them are very familiar with the airport, know your expectations and have served in other similar key positions that require complete understanding of DEN's processes and stakeholder considerations.

In late 2019, HNTB hosted a MWBE networking event and holiday food drive to meet with potential teaming partners on a large light rail planning project. Our project leadership team met with dozens of interested firms and donated hundreds of pounds of non-perishable food items to a local nonprofit organization.

In response to COVID-19 restrictions on large face-to-face meetings, HNTB recently used video conferences to engage with potential teaming partners firms. HNTB hosted video and phone networking sessions with more than 40 firms earlier this year for a large infrastructure project where we learned about these firm's qualifications and the value they could provide to the project.

*Holiday food drive donations were gathered as part of a 2019 HNTB MWBE networking event.*



## HNTB Small Business Initiatives

HNTB's Diversity and Inclusion program is a cornerstone of our firm. Our culture of promoting and actively managing a robust diversity and inclusion program informs many of our decisions that have direct impact on fair and equitable distribution of work with our small business industry partners as well advocating and promoting great opportunities to advance our own employees. HNTB is a 106-year-old US company that has led the A/E industry in this important arena and has a deep understanding and long history managing its federal contracts according to Title 49 Code of Federal Regulations (CFR), corresponding DOT Rules and Regulations. We also have complete familiarity with the City's Division of Small Business Opportunity (DSBO) and the associated ordinances.

Ten years ago, HNTB founded the national Partners Program. The program encompasses a structured, 12-month curriculum that has proven to help WBE/MBE/SBE's secure contracting opportunities on large-scale projects with major transportation agencies. The Partners Program consists of coaching and mentoring by HNTB leaders. It provides opportunities to enhance all aspects of a successful business, including planning, project management, sales, marketing, operations, and financial management, to help a small business thrive. WBE/MBE/SBE firms can begin to learn about this program when participating in future HNTB outreach events. HNTB will host such events when supported by DSBO.

The objective of the program is to work together and begin with the key elements of support but be prepared to pivot as more is discovered of each MWBE firm needs. Through continuous communication, discussion, and program evaluation, topics will continue to be identified and addressed with our partnering small firms. The program's objective is to assist small businesses helping them to become dependable business partners in our industry.

The Partners Program is an ever-changing program designed around the MWBE firms. Our program exists as part of our commitment to the local communities in which we serve. Enhancing our local communities through partnerships with local small industry businesses is an outcome of our commitment. Through this program, we are able to assist small businesses helping them become dependable business partners in our industry. Through continuous communication, discussions, and program evaluation, topics will continue to be identified and addressed with our partnering small businesses.

In addition to a full library of workshop modules that include topics on business, technical, and the enhancement of soft skills, the HNTB Partners program uses subject-matter-experts to facilitate each workshop and meeting discussion. Program resources also include:

- Online resource library complete with industry topics, best practices, and articles
- A dedicated HNTB employee and a team who is committed to the success of industry small business partner

Through our Partner's Program, HNTB has helped hundreds of SBE's across the country secure contracting opportunities on projects with major transportation agencies. This experience contributed to these firms' continued success. Some opened new offices, expanded existing offices, hired new employees, and developed lasting business relationships.

"HNTB is the most influential partner we have had since starting the company."

– **Taroyln Buckles, CEO of Onyx Enterprise**

"We credit HNTB for giving us our first community engagement opportunity. Since then, we have had the opportunity to collaborate with HNTB on multiple projects. None of this would have been possible without HNTB taking us under its wing and giving us the opportunity to envision, explore, collaborate and discover what is really important in any situation."

– **Tina Boyd, President and CEO Tina Boyd and Associates, LLC**

HNTB regularly hosts and sponsors diversity and inclusion events including AMAC, COMTO and social networking. A recent example is HNTB's extensive support of grassroots efforts such as the Jet Fuel Social Club, the Professional Women in Aviation event at the 2019 ACI-NA annual conference. Women from throughout the aviation industry came together to share ideas and build relationships. HNTB's National Aviation Architecture Practice Leader, Julie Wienberg, hosted the event.

## HNTB's Procurement Process

HNTB has great relationships with local and national firms that have long-term experience at DEN. We carefully solicited these firms early on to discuss the Geospatial Support Services opportunities and how they would provide meaningful roles on our pursuit team. We kept our potential MWBE partners updated on the project scope information that we learned in discussion with the DEN leadership team and strategized how to fully utilize our partners to the best of their capabilities.



Leveraging our future outreach events, HNTB will work closely with DSBO to identify new partners that can bring new capabilities to the DEN projects. HNTB will solicit multiple MWBE firms and create a shortlist of firms based on their qualifications. HNTB will commence its subcontracting process once selection is completed. This approach creates value to our partners and DEN. Through HNTB's use of project control processes, such as mandatory trainings, status meetings and social network events, HNTB will facilitate communication, coordination and involvement efforts of the MWBE subcontractors to verify alignment with scheduling, safety requirements, owner direction and performance expectations. The MWBE firm will be involved in the scope, schedule and fee development as part of HNTB's overall procurement process.

HNTB actively engages in mentorship roles with all our subconsultants throughout the project development process. Our PM, Darin Welch, will hold regularly scheduled meetings with our teaming partners to review current tasks and to assist with their needs.

*HNTB participates in industry small business training events, such as this from 2019, which was hosted by one of our transit clients.*



HNTB will utilize our standard form of agreements for subcontracting with our MWBE partners, working directly with their leadership to make sure they can meet DEN's contractual terms and conditions and insurance requirements. Or if not, we will attempt to find the appropriate language and insurance levels that can be agreeable to both parties.

Through our early meetings with DEN on the geospatial opportunity, we outlined the on-call program needs and discussed what opportunities were available for MWBE participation. We documented our phone call conversations, email requests, and meetings with potential partners to make sure we found the firms with the necessary qualifications, relationships, experience and ability to provide the anticipated services.

## Debriefing Process

During the RFP process, we reviewed our list of MWBE firms and began our selection process holding virtual meetings to learn about each other's capabilities and value propositions with the goal of benefiting the project. We shared a copy of the RFP and informed the teaming partners that HNTB was evaluating and selecting the most qualified individuals to join the team. After careful consideration, we informed the selected teaming partners and notified others that were not selected. In most cases, this was due to a mismatch of services and needs. We provided thoughtful and thorough communication so the firm understood the decision.

HNTB will maintain records of our communications with all bidders during the solicitation process and these documents will be available to the DSBO as required.

## Communication Process with MWBE Partners

HNTB proactively integrates subconsultant firms into the team through meaningful participation and open communication. This begins at kickoff, when our PM presents our Project Management Plan that covers communication, the risk matrix, quality, schedule, safety, budget, invoicing and scope. We also request safety management plans from each subconsultant and create bridging documents between subconsultant and HNTB safety plans. These are shared with DEN and our PM Darin Welch to promote alignment between DEN and our subconsultants.



To address potential disputes, HNTB applies the following dispute resolution process in collaboration with our MWBE partner firms.

First, we meet with our partner firms' leadership and discuss methods to equitably resolve any possible dispute in the most positive manner. It includes:

- Review/confirm contractual obligations.
- Document disputed items and associated contract terms.
- Identify non-disputed areas to continue work.
- Identify solutions acceptable to both parties and associated contractual changes.
- Engage DEN on changes that impact prime agreement or project performance.
- Draft contract modification, review, and execute.

As an example of this process in practice, on a recent landside project at SEA, the scope and fee for roadway illumination analysis design stated that roadway illumination and analysis design would be performed on two roadways. Our MWBE subconsultant assumed associated ramp and parking lot entrance were excluded, so their fee did not include hours to perform this design work. We worked with the subconsultant to develop a contingency release request for the additional design work, and presented it to the client. Our client was understanding and authorized the additional budget for our MWBE subconsultant.

## Project Examples

HNTB is committed to working with small and disadvantaged businesses. Our proven track record includes our current DEN Concourse Expansion Program (CEP) with more than \$8.6M contracted to minority and women owned firms.

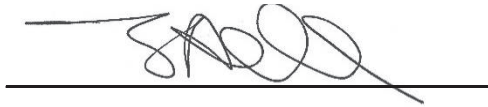
With accurate work planning based on past projects and regular monitoring, we are confident that we will meet or exceed DEN's goal. That same work planning and monitoring helps us to immediately identify if we are tracking ahead or behind on our partnering commitment so we can make adjustments as needed. After evaluating both our current and planned utilization, if we identify that our anticipated MWBE percentage at the end of the contract may fall below our goal, PM Darin Welch will implement strategies to achieve our planned MWBE utilization. Based on what brings value to DEN and meaningful scope to our partners, we will release more of the work to our subconsultant partners rather than keep the work in-house, and if needed, we will work with DEN to add a new, experienced MWBE firm to the team to take on more of the work. See table for project examples where we have been successful in promoting the participation of MWBE firms.

### Exhibit 8.B -Project Examples with MWBE Participation

PROJECT	CONTRACT PARTICIPATION GOAL %	ACTUAL CONTRACTED %	PARTICIPATING FIRMS
DEN Concourse Expansion Project (CEP)	17%	18%	Ambient Energy Corey Electrical Engineers Frankly Lighting Gallun Snow Associates HCL, Inc. LS Gallegos & Assoc.
SEA Airfield IDIQ Support Services	12%	33%	Osborn Consulting (civil) HWA GeoSciences Landry Consulting (SRM facilitator)

			Grace Aviation (SRM facilitator) Jack Scott Engineering (pavement design)
SEA Checkpoint 1 Relocation Design Services	5%	24%	Vic Thompson Company HLB Lighting Selbert Perkins Connico Inc. Moye Consulting
SANDAG IT On-Call Services	5%	22%	Sutra Research Datadel, Inc
ORD Tunnel Design	30% MBE  8% WBE	55.6% MBE  8.5% WBE	“Milhouse 2iM Group OSEH Panacea Group Sanchez & Associates CCS International APS Geo Services Primera Engineers Singh + Associates Atlas Engineering Claasen, White & Associates”

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of 49 CFR Part 26, DRMC Chapter 28 Article III, and any corresponding Rules and Regulations, HNTB Corporation shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by HNTB Corporation and approved by DSBO, beginning in August of 2022 or at the request of DSBO.



Name: Juan Uribe

Title: Denver Office Leader \ SVP

Agency: HNTB Corporation



Name: Mica Anderson

Title: Assistant Director

Agency: Division of Small Business Opportunity



**Attachment 1, Part 4 M/WBE Forms**

## **DSBO FORMS**

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

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



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

*This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):*

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a 15 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 15 % MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a \_\_\_\_\_% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm): HNTB Corporation

Firm's Representative: Juan Uribe

Title: Denver Office Lead

Signature (Firm's Representative):

Date: December 8, 2020

Address: 1700 Lincoln Street, Suite 2450

City: Denver

State: CO

Zip: 80203

Phone: (816) 527-2760

Email: juribe@hntb.com






**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
1B - LIST OF PROPOSED SUBCONTRACTORS,  
SUBCONSULTANTS, AND/OR SUPPLIERS**

**City & County of Denver Contract No.:** 202554609

**To be completed by all proposers/submitters including certified self-performing firms.**

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: HNTB Corporation	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Juan Uribe		
Signature: 	Date: December 8, 2020	
Address: 1700 Lincoln Street, Suite 2450		
City: Denver	State: CO	Zip: 80203
Phone: (816) 260-1791	Email:	
Total Proposed Contract Value \$: \$1,000,000	Self-Performing Contract Value \$: \$800,000	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: HCL Engineering & Survey, LLC	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Lloyd Herrera		
Phone: 720-351-9457	Email: jherrera@HCLengineering.com	
Type of Service: Surveying		

Name of Firm: Connico Incorporated	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Connie Gowder		
Phone: 615-257-7000	Email: connie.gowder@connico.com	
Type of Service: Cost Estimating		

Name of Firm: Urban GIS	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Ricard Kerr		
Phone: 773-449-0796	Email: rk@urbangis.com	
Type of Service: Survey and Data Management		





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:		
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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:		
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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:		