

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

W I T N E S S E T H:

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

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

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

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

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

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

C. Standard of Performance.

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

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

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

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

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

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

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

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

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

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

C. Suspension and Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

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

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

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

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 28-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

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

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

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

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

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

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

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

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are attributable to the negligence or fault of Contractor or Contractor's agents, representatives, subcontractors, or suppliers (“**Claims**”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor's obligation to defend and indemnify the City may be determined after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. Contractor's duty to defend and

indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

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

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

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

9. DISPUTES:

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

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

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

11. GENERAL TERMS AND CONDITIONS:

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

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

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

D. Compliance with all Laws and Regulations.

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

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

E. Compliance with Patent, Trademark and Copyright Laws.

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

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

F. Notices.

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

by Contractor to:

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

And by the City to:

RS&H, Inc.
4582 S. Ulster St. Ste. 1100
Denver, CO 80237
ATTN: Broutin Sherrill
Phone: 303-409-7970
Email: Broutin.Sherrill@rsandh.com

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

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

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

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

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

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

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

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

L. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

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

D. Colorado Open Records Act.

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

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

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

E. Examination of Records and Audits.

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

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

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

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

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

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

H. Conflict of Interest.

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

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

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

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

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

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

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

15. FEDERAL RIGHTS:

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

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

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix No. 1: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Professional Services Task Order Process

Exhibit E: EDI Plan

Exhibit F: Request for Proposals and Contractor's Response to Request for Proposals

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

Appendix No. 1

Section 1 through 17 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit E

Exhibit D

Exhibit F

17. CITY EXECUTION OF AGREEMENT:

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

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

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

[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-202580614-00
Contractor Name: RS&H, INC.

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

SEAL **CITY AND COUNTY OF DENVER:**

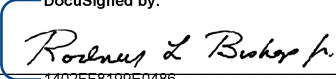
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202580614-00
RS&H, INC.

By: 
1402FF8199E0486...

Name: Rodney L. Bishop, Jr.
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Exhibit A

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

SCOPE OF WORK

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

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

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

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

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

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

SERVICES INCLUDE:

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

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

Exhibit A

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

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

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

SERVICES AUTHORIZATION

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

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

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

1. Airfield Pavement Design

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

2. Roadway Design

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

DENVER INTERNATIONAL AIRPORT

8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

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

3. Bridge Design

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

4. Parking Facilities

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

5. Structural Engineering Design

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

6. Geotechnical Investigations and Other Predesign Services

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

7. Survey and Mapping

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

8. Miscellaneous Design Services

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

9. Construction Phase Support Services

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

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

DENVER INTERNATIONAL AIRPORT

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

END OF EXHIBIT



EXHIBIT B COVER

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

Professional Services Agreements
Core Staff Rates

DEN Contract Name:	On-Call Infrastructure Design
DEN Contract Number:	RFP No 202580614
Prime Consultant:	RS&H
Project Name:	
Project Number:	
MWBE/SBE/DBE Contractual Goal:	21%
Consultant Main Point of Contact (POC):	Shannon Casner
Consultant Main POC Email Address:	shannon.casner@rsandh.com
Consultant Main POC Phone Number:	303-409-7919

Contract Point of Contact Signature

Shannon Casner

Contract Point of Contact Name

Date:



City and County of Denver

Company Proprietary Information

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

Revision July 2025



COMPANY INFO

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	RS&H	Prime	3.1155	21%
2	105 West, Inc.	Sub	3.0803	
3	Aeris Engineering, LLC	Sub	2.4162	
4	Argus Consulting	Sub	3.4	
5	Basis	sub	1.05	
6	Clanton & Associates	Sub	1.05	
7	Goodbee & Associates, Inc.	Sub	2.7026	
8	Granite Engineering Group, Inc.	Sub	2.4921	
9	HCL Engineering & Surveying	Sub	3.228	
10	Martin Data Solutions, LLC d/b/a MDS Engineering	Sub	3	
11	Ninyo & Moore	Sub	2.9321	
12	PK Electrical, Inc.	Sub	2.84	
13	Rammah Design LLC	Sub	1	
14	San Engineering, LLC	Sub	2.9268	
15	Smoky Hill Engineering, LLC	Sub	2.6595	
16	Terracon Consultants, Inc.	Sub	3.25	
17	TRACE Consulting, LLC	Sub	2.8965	
18	West Coast Civil, Inc.	Sub	2.679	
19	IronStride	Sub	1.05	
20	Shrewsberry & Associates, LLC	Sub	3.34	
21	Geocal	Sub	3	
22	SurvWest	Sub	3.07	
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STAFF RATES

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

	Company Name	Prime or Sub-Contractor	Position	Experience Level	Base Rate**	Multiplier	Calendar Year 1	Calendar Year 2	Calendar Year 3	Calendar Year 4	Calendar Year 5	Calendar Year 6
1	IronStride	Sub	Engineer	Level 5, Managerial	\$ 315.00	1.05	\$ 330.75	\$ 340.67	\$ 350.89	\$ 361.42	\$ 372.26	\$ 383.43
2	IronStride	Sub	Engineer	Level 4, Supervisory	\$ 210.00	1.05	\$ 220.50	\$ 227.12	\$ 233.93	\$ 240.95	\$ 248.17	\$ 255.62
3	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 5, Managerial	\$ 90.43	3.34	\$ 302.04	\$ 311.10	\$ 320.43	\$ 330.04	\$ 339.94	\$ 350.14
4	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 3, Full Experience	\$ 60.10	3.34	\$ 200.73	\$ 206.76	\$ 212.96	\$ 219.35	\$ 225.93	\$ 232.71
5	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 3, Full Experience	\$ 60.10	3.34	\$ 200.73	\$ 206.76	\$ 212.96	\$ 219.35	\$ 225.93	\$ 232.71
6	Geocal	Sub	Administrative Support	Level 1, Entry	\$ 36.00	3.00	\$ 108.00	\$ 111.24	\$ 114.58	\$ 118.01	\$ 121.55	\$ 125.20
7	Geocal	Sub	Administrative Support	Level 5, Managerial	\$ 50.00	3.00	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
8	Geocal	Sub	Project Controls Engineer/Manager	Level 3, Full Experience	\$ 55.00	3.00	\$ 165.00	\$ 169.95	\$ 175.05	\$ 180.30	\$ 185.71	\$ 191.28
9	Geocal	Sub	Field Engineer	Level 3, Full Experience	\$ 46.00	3.00	\$ 138.00	\$ 142.14	\$ 146.40	\$ 150.80	\$ 155.32	\$ 159.98
10	Geocal	Sub	Laboratory Technician	Level 5, Managerial	\$ 42.00	3.00	\$ 126.00	\$ 129.78	\$ 133.67	\$ 137.68	\$ 141.81	\$ 146.07
11	Geocal	Sub	Laboratory Technician	Level 2, Developmetal	\$ 35.00	3.00	\$ 105.00	\$ 108.15	\$ 111.39	\$ 114.74	\$ 118.18	\$ 121.72
12	Geocal	Sub	Chief Construction Representative	Level 4, Supervisory	\$ 75.00	3.00	\$ 225.00	\$ 231.75	\$ 238.70	\$ 245.86	\$ 253.24	\$ 260.84
13	Geocal	Sub	Engineer	Level 2, Developmetal	\$ 42.00	3.00	\$ 126.00	\$ 129.78	\$ 133.67	\$ 137.68	\$ 141.81	\$ 146.07
14	Geocal	Sub	Inspector	Level 3, Full Experience	\$ 58.00	3.00	\$ 174.00	\$ 179.22	\$ 184.60	\$ 190.13	\$ 195.84	\$ 201.71
15	Geocal	Sub	Construction Manager/Engineer	Level 4, Supervisory	\$ 75.00	3.00	\$ 225.00	\$ 231.75	\$ 238.70	\$ 245.86	\$ 253.24	\$ 260.84
16	Geocal	Sub	Party Chief	Level 5, Managerial	\$ 100.00	3.00	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78
17	HCL Engineering & Surveying	Sub	Engineer	Level 1, Entry	\$ 41.90	3.23	\$ 135.25	\$ 139.31	\$ 143.49	\$ 147.79	\$ 152.23	\$ 156.80
18	HCL Engineering & Surveying	Sub	Engineer	Level 2, Developmetal	\$ 44.93	3.23	\$ 145.03	\$ 149.39	\$ 153.87	\$ 158.48	\$ 163.24	\$ 168.13
19	HCL Engineering & Surveying	Sub	Engineer	Level 3, Full Experience	\$ 63.86	3.23	\$ 206.14	\$ 212.32	\$ 218.69	\$ 225.25	\$ 232.01	\$ 238.97
20	HCL Engineering & Surveying	Sub	Engineer	Level 4, Supervisory	\$ 69.16	3.23	\$ 223.25	\$ 229.95	\$ 236.84	\$ 243.95	\$ 251.27	\$ 258.81
21	HCL Engineering & Surveying	Sub	Engineer	Level 5, Managerial	\$ 80.51	3.23	\$ 259.89	\$ 267.68	\$ 275.71	\$ 283.98	\$ 292.50	\$ 301.28
22	HCL Engineering & Surveying	Sub	Instrument Technician	Level 1, Entry	\$ 36.49	3.23	\$ 117.79	\$ 121.32	\$ 124.96	\$ 128.71	\$ 132.57	\$ 136.55
23	HCL Engineering & Surveying	Sub	Party Chief	Level 2, Developmetal	\$ 51.45	3.23	\$ 166.08	\$ 171.06	\$ 176.19	\$ 181.48	\$ 186.93	\$ 192.53
24	HCL Engineering & Surveying	Sub	Land Surveyor	Level 4, Supervisory	\$ 65.63	3.23	\$ 211.85	\$ 218.21	\$ 224.76	\$ 231.50	\$ 238.44	\$ 245.60
25	HCL Engineering & Surveying	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 60.57	3.23	\$ 195.52	\$ 201.39	\$ 207.43	\$ 213.65	\$ 220.06	\$ 226.66
26	HCL Engineering & Surveying	Sub	Land Surveyor	Level 5, Managerial	\$ 73.20	3.23	\$ 236.29	\$ 243.38	\$ 250.68	\$ 258.20	\$ 265.95	\$ 273.92
27	HCL Engineering & Surveying	Sub	Engineer Technician	Level 2, Developmetal	\$ 35.79	3.23	\$ 115.53	\$ 119.00	\$ 122.57	\$ 126.24	\$ 130.03	\$ 133.93
28	HCL Engineering & Surveying	Sub	Engineer Technician	Level 3, Full Experience	\$ 50.43	3.23	\$ 162.79	\$ 167.67	\$ 172.70	\$ 177.88	\$ 183.22	\$ 188.72
29	HCL Engineering & Surveying	Sub	Field Engineer	Level 4, Supervisory	\$ 46.44	3.23	\$ 149.91	\$ 154.41	\$ 159.04	\$ 163.81	\$ 168.72	\$ 1

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POSITION LIST

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

Area of Expertise	Job Title	Description
Administrative	Administrative Support	This position is designed to provide essential administrative support, helping to streamline processes and enhance productivity. By managing various tasks, the Project Administrative Assistant contributes to the achievement of business goals and the overall efficiency of daily operations. Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area.
Architectural Design	Architect	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities.
Surveying	Chain/Rod Technical	Stakes out and elevates survey points. Performers maintenance of certain equipment and maintains supplies for survey crew.
Construction	Chief Construction Representative	Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
Commissioning	Commissioning Agent	Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines.

Construction	Construction Coordinator	Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
Construction	Construction Manager	Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
Construction	Construction Manager/Engineer	Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
Construction	Construction Representative	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
Contract Management	Contract Administrator/Manager	Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of all required approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and audits a central contract resource file. Assures that necessary procedural controls exist
Project Support	Cost/Estimating Engineer	Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how.
Analytics Development	Data Analyst/Architect	Data model, data mapping, dashboard development, system integration. Performs analytical assessments and evaluations by fulfilling data requests, providing analytical and methodological support, and data modeling.
Project Management	Design/Construction Project Manager	Responsible, through subordinate Design/Construction Project Managers, Project Support staff, Inspectors, and others for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of design/construction projects, assuring satisfactory stakeholder and sponsor service. Responsible for supervising, directing, and coordinating design/construction management of commercial, industrial, and/or municipal projects including direct liaison with stakeholders, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fees; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents.

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

Interior Design	Interior Designer	Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects
Auditor	Internal Auditor	Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
Laboratory	Laboratory Technician	Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy.
Surveying	Land Surveyor	Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
Landscaping	Landscape Architect	Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Construction	Materials Manager	Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
Surveying	Party Chief	Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Project Support	Planner/Scheduler	Position is responsible for the assembling and analyzing of project information and preparing understandable documents that serve as a tool to eliminate design discrepancies and problems, while improving the efficient planning and scheduling of projects. Will monitor projects in accordance to set schedules through use of analytical reports. Work requires the application of standard planning / scheduling techniques and methods based on level of experience and may involve substantial evaluation, analysis, and modification of such standards in problem-solving efforts.

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

Unifier Development	Unifier Systems Developer	Unifier Certification Required, Business Process Design, Implementation, Testing
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EXHIBIT B COVER

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

Professional Services Agreements
Core Staff Rates

DEN Contract Name:	On-Call Infrastructure Design
DEN Contract Number:	RFP No 202580614
Prime Consultant:	RS&H
Project Name:	
Project Number:	
MWBE/SBE/DBE Contractual Goal:	21%
Consultant Main Point of Contact (POC):	Shannon Casner
Consultant Main POC Email Address:	shannon.casner@rsandh.com
Consultant Main POC Phone Number:	303-409-7919

Contract Point of Contact Signature

Shannon Casner

Contract Point of Contact Name

Date:



City and County of Denver

Company Proprietary Information

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Revision July 2025



COMPANY INFO

Prime Consultant and Sub-Consultants Listings

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1	RS&H	Prime	3.1155	21%
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3	Aeris Engineering, LLC	Sub	2.4162	
4	Argus Consulting	Sub	3.4	
5	Basis	Sub	1	
6	Clanton & Associates	Sub	1.05	
7	Goodbee & Associates, Inc.	Sub	2.7026	
8	Granite Engineering Group, Inc.	Sub	2.4921	
9	HCL Engineering & Surveying	Sub	3.228	
10	Martin Data Solutions, LLC d/b/a MDS Engineering	Sub	3	
11	Ninyo & Moore	Sub	2.9321	
12	PK Electrical, Inc.	Sub	2.84	
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15	Smoky Hill Engineering, LLC	Sub	2.6595	
16	Terracon Consultants, Inc.	Sub	3.25	
17	TRACE Consulting, LLC	Sub	2.8965	
18	West Coast Civil, Inc.	Sub	2.679	
19	IronStride	Sub	1.05	
20	Shrewsberry & Associates, LLC	Sub	3.34	
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22	SurvWest	Sub	3.07	
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STAFF RATES

Core Staff Rates

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

Company Name		Prime or Sub-Contractor	Position	Experience Level	Base Rate**	Multiplier	Calendar Year 1	Calendar Year 2	Calendar Year 3	Calendar Year 4	Calendar Year 5	Calendar Year 6
1	RS&H	Prime	Engineer	Level 1, Entry	\$ 46.00	3.12	\$ 143.31	\$ 147.61	\$ 152.04	\$ 156.60	\$ 161.30	\$ 166.14
2	RS&H	Prime	Engineer	Level 2, Developmental	\$ 51.00	3.12	\$ 158.89	\$ 163.66	\$ 168.57	\$ 173.62	\$ 178.83	\$ 184.20
3	RS&H	Prime	Engineer	Level 3, Full Experience	\$ 57.00	3.12	\$ 177.58	\$ 182.91	\$ 188.40	\$ 194.05	\$ 199.87	\$ 205.87
4	RS&H	Prime	Engineer	Level 4, Supervisory	\$ 62.00	3.12	\$ 193.16	\$ 198.96	\$ 204.92	\$ 211.07	\$ 217.40	\$ 223.93
5	RS&H	Prime	Engineer	Level 5, Managerial	\$ 82.00	3.12	\$ 255.47	\$ 263.14	\$ 271.03	\$ 279.16	\$ 287.53	\$ 296.16
6	RS&H	Prime	Engineer Technician	Level 1, Entry	\$ 36.00	3.12	\$ 112.16	\$ 115.52	\$ 118.99	\$ 122.56	\$ 126.23	\$ 130.02
7	RS&H	Prime	Engineer Technician	Level 2, Developmental	\$ 44.00	3.12	\$ 137.08	\$ 141.19	\$ 145.43	\$ 149.79	\$ 154.29	\$ 158.92
8	RS&H	Prime	Engineer Technician	Level 3, Full Experience	\$ 47.00	3.12	\$ 146.43	\$ 150.82	\$ 155.35	\$ 160.01	\$ 164.81	\$ 169.75
9	RS&H	Prime	Engineer Technician	Level 4, Supervisory	\$ 52.00	3.12	\$ 162.01	\$ 166.87	\$ 171.87	\$ 177.03	\$ 182.34	\$ 187.81
10	RS&H	Prime	Engineer Technician	Level 5, Managerial	\$ 88.00	3.12	\$ 274.16	\$ 282.39	\$ 290.86	\$ 299.59	\$ 308.57	\$ 317.83
11	RS&H	Prime	Engineering/ Architect Specialist	Level 1, Entry	\$ 60.00	3.12	\$ 186.93	\$ 192.54	\$ 198.31	\$ 204.26	\$ 210.39	\$ 216.70
12	RS&H	Prime	Engineering/ Architect Specialist	Level 2, Developmental	\$ 85.00	3.12	\$ 264.82	\$ 272.76	\$ 280.94	\$ 289.37	\$ 298.05	\$ 307.00
13	RS&H	Prime	Engineering/ Architect Specialist	Level 3, Full Experience	\$ 95.00	3.12	\$ 295.97	\$ 304.85	\$ 314.00	\$ 323.42	\$ 333.12	\$ 343.11
14	RS&H	Prime	Engineering/ Architect Specialist	Level 4, Supervisory	\$ 111.00	3.12	\$ 345.82	\$ 356.20	\$ 366.88	\$ 377.89	\$ 389.22	\$ 400.90
15	RS&H	Prime	Engineering/ Architect Specialist	Level 5, Managerial	\$ 133.00	3.12	\$ 414.36	\$ 426.79	\$ 439.60	\$ 452.78	\$ 466.37	\$ 480.36
16	RS&H	Prime	Design/Construction Project Manager	Level 1, Entry	\$ 55.00	3.12	\$ 171.35	\$ 176.49	\$ 181.79	\$ 187.24	\$ 192.86	\$ 198.64
17	RS&H	Prime	Design/Construction Project Manager	Level 2, Developmental	\$ 68.00	3.12	\$ 211.85	\$ 218.21	\$ 224.76	\$ 231.50	\$ 238.44	\$ 245.60
18	RS&H	Prime	Design/Construction Project Manager	Level 3, Full Experience	\$ 80.00	3.12	\$ 249.24	\$ 256.72	\$ 264.42	\$ 272.35	\$ 280.52	\$ 288.94
19	RS&H	Prime	Design/Construction Project Manager	Level 4, Supervisory	\$ 90.00	3.12	\$ 280.40	\$ 288.81	\$ 297.47	\$ 306.40	\$ 315.59	\$ 325.05
20	RS&H	Prime	Design/Construction Project Manager	Level 5, Managerial	\$ 100.00	3.12	\$ 311.55	\$ 320.90	\$ 330.52	\$ 340.44	\$ 350.65	\$ 361.17
21	RS&H	Prime	Project Engineer	Level 3, Full Experience	\$ 54.00	3.12	\$ 168.24	\$ 173.28	\$ 178.48	\$ 183.84	\$ 189.35	\$ 195.03
22	RS&H	Prime	Scientist	Level 1, Entry	\$ 35.00	3.12	\$ 109.04	\$ 112.31	\$ 115.68	\$ 119.15	\$ 122.73	\$ 126.41
23	RS&H	Prime	Scientist	Level 2, Developmental	\$ 47.00	3.12	\$ 146.43	\$ 150.82	\$ 155.35	\$ 160.01	\$ 164.81	\$ 169.75
24	RS&H	Prime	Scientist	Level 3, Full Experience	\$ 50.00	3.12	\$ 155.78	\$ 160.45	\$ 165.26	\$ 170.22	\$ 175.33	\$ 180.59
25	RS&H	Prime	Scientist	Level 4, Supervisory	\$ 71.00	3.12	\$ 221.20	\$ 227.84	\$ 234.67	\$ 241.71	\$ 248.96	\$ 256.43
26	RS&H	Prime	Scientist	Level 5, Managerial	\$ 88.00	3.12	\$ 274.16	\$ 282.39	\$ 290.86	\$ 299.59	\$ 308.57	\$ 317.83
27	RS&H	Prime	Cost/Estimating Engineer	Level 1, Entry	\$ 41.00	3.12	\$ 127.74	\$ 131.57	\$ 135.51	\$ 139.58	\$ 143.77	\$ 148.08
28	RS&H	Prime	Cost/Estimating Engineer	Level 2, Developmental	\$ 51.00	3.12	\$ 158.89	\$ 163.66	\$ 168.57	\$ 173.62	\$ 178.83	\$ 184.20
29	RS&H	Prime	Cost/Estimating Engineer	Level 3, Full Experience	\$ 65.00	3.12	\$ 202.51	\$ 208.58	\$ 214.84	\$ 221.29	\$ 227.92	\$ 234.76
30	RS&H	Prime	Cost/Estimating Engineer	Level 4, Supervisory	\$ 85.00	3.12	\$ 264.82	\$ 272.76	\$ 280.94	\$ 289.37	\$ 298.05	\$ 307.00
31	RS&H	Prime	Cost/Estimating Engineer	Level 5, Managerial	\$ 100.00	3.12	\$ 311.55	\$ 320.90	\$ 330.52	\$ 340.44	\$ 350.65	\$ 361.17
32	RS&H	Prime	Document Controller/Manager	Level 1, Entry	\$ 36.00	3.12	\$ 112.16	\$ 115.52	\$ 118.99	\$ 122.56	\$ 126.23	\$ 130.02
33	RS&H	Prime	Document Controller/Manager	Level 2, Developmental	\$ 45.00	3.12	\$ 140.20	\$ 144.40	\$ 148.74	\$ 153.20	\$ 157.79	\$ 162.53
34	RS&H	Prime	Document Controller/Manager	Level 3, Full Experience	\$ 52.00	3.12	\$ 162.01	\$ 166.87	\$ 171.87	\$ 177.03	\$ 182.34	\$ 187.81
35	RS&H	Prime	Document Controller/Manager	Level 4, Supervisory	\$ 57.00	3.12	\$ 177.58	\$ 182.91	\$ 188.40	\$ 194.05	\$ 199.87	\$ 205.87
36	RS&H	Prime	Document Controller/Manager	Level 5, Managerial	\$ 62.00	3.12	\$ 193.16	\$ 198.96	\$ 204.92	\$ 211.07	\$ 217.40	\$ 223.93
37	RS&H	Prime	Administrative Support	Level 1, Entry	\$ 35.00	3.12	\$ 109.04	\$ 112.31	\$ 115.68	\$ 119.15	\$ 122.73	\$ 126.41
38	RS&H	Prime	Adminstrative Support	Level 2, Developmental	\$ 40.00	3.12	\$ 124.62	\$ 128.36	\$ 132.21	\$ 136.18	\$ 140.26	\$ 144.47
39	RS&H	Prime	Adminstrative Support	Level 3, Full Experience	\$ 46.00	3.12	\$ 143.31	\$ 147.61	\$ 152.04	\$ 156.60	\$ 161.30	\$ 166.14
40												
41												
42	105 West, Inc.	Sub	Land Surveyor	Level 5, Managerial	\$ 74.95	3.08	\$ 230.87	\$ 237.79	\$ 244.93	\$ 252.28	\$ 259.84	\$ 267.64
43	105 West, Inc.	Sub	Land Surveyor	Level 5, Managerial	\$ 70.67	3.08	\$ 217.68	\$ 224.22	\$ 230.94	\$ 237.87	\$ 245.01	\$ 252.36
44	Aeris Engineering, LLC	Sub	Engineer	Level 5, Managerial	\$ 92.13	2.42	\$ 222.60	\$ 229.28	\$ 236.16	\$ 243.25	\$ 250.54	\$ 258.06
45	Aeris Engineering, LLC	Sub	Engineer	Level 4, Supervisory	\$ 80.77	2.42	\$ 195.16	\$ 201.01	\$ 207.04	\$ 213.25	\$ 219.65	\$ 226.24
46	Aeris Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$ 65.63	2.42	\$ 158.58	\$ 163.33	\$ 168.23	\$ 173.28	\$ 178.48	\$ 183.83
47	Aeris Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$ 55.52	2.42	\$ 134.15	\$ 138.17	\$ 142.32	\$ 146.59	\$ 150.98	\$ 155.51
48	Argus Consulting	Sub	Project Controls Engineer/Manager	Level 5, Managerial	\$ 81.80	3.40	\$ 278.12	\$ 286.46	\$ 295.06	\$ 303.91	\$ 313.03	\$ 322.42
49	Argus Consulting	Sub	Project Engineer	Level 4, Supervisory	\$ 65.00	3.40	\$ 221.00	\$ 227.63	\$ 234.46	\$ 241.49	\$ 248.74	\$ 256.20
50	Argus Consulting	Sub	Project Engineer	Level 3, Full Experience	\$ 56.51	3.40	\$ 192.13	\$ 197.90	\$ 203.83	\$ 209.95	\$ 216.25	\$ 222.74
51	Argus Consulting	Sub	Project Engineer	Level 2, Developmetal	\$ 52.50	3.40	\$ 178.50	\$ 183.86	\$ 189.37	\$ 195.05	\$ 200.90	\$ 206.93
52	Argus Consulting	Sub	Project Engineer	Level 1, Entry	\$ 45.40	3.40	\$ 154.36	\$ 158.99	\$ 163.76	\$ 168.67	\$ 173.73	\$ 178.95
53	Argus Consulting	Sub	Project Coordinator	Level 2, Developmetal	\$ 52.40	3.40	\$ 178.16	\$ 183.50	\$ 189.01	\$ 194.68	\$ 200.52	\$ 206.54
54	Goodbee & Associates, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$ 48.00	2.70	\$ 129.72	\$ 133.62	\$ 137.63	\$ 141.75	\$ 146.01	\$ 150.39
55	Goodbee & Associates, Inc.	Sub	Administrative Support	Level 2, Developmetal	\$ 33.00	2.70	\$ 89.19	\$ 91.86	\$ 94.62	\$ 97.46	\$ 100.38	\$ 103.39
56	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 88.00	2.70	\$ 237.83	\$ 244.96	\$ 252.31	\$ 259.88	\$ 267.68	\$ 275.71
57	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 65.00	2.70	\$ 175.67	\$ 180.94	\$ 186.37	\$ 191.96	\$ 197.72	\$ 203.65
58	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 3, Full Experience	\$ 60.00	2.70	\$ 162.16	\$ 167.02	\$ 172.03	\$ 177.19	\$ 182.51	\$ 187.98
59	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 2, Developmetal	\$ 55.00	2.70	\$ 148.64	\$ 153.10	\$ 157.70	\$ 162.43	\$ 167.30	\$ 172.32
60	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 1, Entry	\$ 50.00	2.70	\$ 135.13	\$ 139.18	\$ 143.36	\$ 147.66	\$ 152.09	\$ 156.65
61	Goodbee & Associates, Inc.	Sub	Engineer	Level 5, Managerial	\$ 88.00	2.70	\$ 237.83	\$ 244.96	\$ 252.31	\$ 259.88	\$ 267.68	\$ 275.71
62	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$ 52.00	2.70	\$ 140.54	\$ 144.75	\$ 149.09	\$ 153.57	\$ 158.17	\$ 162.92
63	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 44.00	2.70	\$ 118.91	\$ 122.48	\$ 126.16	\$ 129.94	\$ 133.84	\$ 137.85
64	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$ 40.00	2.70	\$ 108.10	\$ 111.35	\$ 114.69	\$ 118.13	\$ 121.67	\$ 125.32
65	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 1, Entry	\$ 36.00	2.70	\$ 97.29	\$ 100.21	\$ 103.22	\$ 106.32	\$ 109.50	\$ 112.79
66	Goodbee & Associates, Inc.	Sub	Instrument Technician	Level 3, Full Experience	\$ 48.00	2.70	\$ 129.72	\$ 133.62	\$ 137.63	\$ 141.75	\$ 146.01	\$ 150.39
67	Goodbee & Associates, Inc.	Sub	Instrument Technician	Level 2, Developmetal	\$ 40.00	2.70	\$ 108.10	\$ 111.35	\$ 114.69	\$ 118.13	\$ 121.67	\$ 125.32
68	Goodbee & Associates, Inc.	Sub	Instrument Technician	Level 1, Entry	\$ 33.00	2.70	\$ 89.19	\$ 91.86	\$ 94.62	\$ 97.46	\$ 100.38	\$ 103.39
69	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 5, Managerial	\$ 65.00	2.70	\$ 175.67	\$ 180.94	\$ 186.37	\$ 191.96	\$ 197.72	\$ 203.65
70	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 4, Supervisory	\$ 60.00	2.70	\$ 162.16	\$ 167.02	\$ 172.03	\$ 177.19	\$ 182.51	\$ 187.98
71	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 3, Full Experience	\$ 55.00	2.70	\$ 148.64	\$ 153.10	\$ 157.70	\$ 162.43	\$ 167.30	\$ 172.32
72	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 2, Developmetal	\$ 51.00	2.70	\$ 137.83	\$ 141.97	\$ 146.23	\$ 150.61	\$ 155.13	\$ 159.79
73	Goodbee & Associates, Inc.	Sub	Party Chief	Level 4, Supervisory	\$ 53.00	2.70	\$ 143.24	\$ 147.53	\$ 151.96	\$ 156.52	\$ 161.22	\$ 166.05
74	Granite Engineering Group, Inc.	Sub	Engineer	Level 1, Entry	\$ 31.25	2.49	\$ 77.88	\$ 80.21	\$ 82.62	\$ 85.10	\$ 87.65	\$ 90.28
75	Granite Engineering Group, Inc.	Sub	Engineer	Level 2, Developmetal	\$ 40.50	2.49	\$ 100.93	\$ 103.96	\$ 107.08	\$ 110.29	\$ 113.60	\$ 117.01
76	Granite Engineering Group, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 57.00	2.49	\$ 142.05	\$ 146.31	\$ 150.70	\$ 155.22	\$ 159.88	\$ 164.67
77	Granite Engineering Group, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 69.00	2.49	\$ 171.95	\$ 177.11	\$ 182.43	\$ 187.90	\$ 193.54	\$ 199.34
78	Granite Engineering Group, Inc.	Sub	Engineer	Level 5, Managerial	\$ 85.00	2.49	\$ 211.83	\$ 218.18	\$ 224.73	\$ 231.47	\$ 238.41	\$ 245.57
79	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 1, Entry	\$ 22.00	2.49	\$ 54.83	\$ 56.47	\$ 58.17	\$ 59.91	\$ 61.71	\$ 63.56
80	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$ 27.00	2.49	\$ 67.29	\$ 69.31	\$ 71.38	\$ 73.53	\$ 75.73	\$ 78.00
81	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 31.00	2.49	\$ 77.26	\$ 79.57	\$ 81.96	\$ 84.42	\$ 86.95	\$ 89.56
82	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$ 36.00	2.49	\$ 89.72	\$ 92.41	\$ 95.18	\$ 98.03	\$ 100.98	\$ 104.00
83	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 5, Managerial	\$ 41.00	2.49	\$ 102.18	\$ 105.24	\$ 108.40	\$ 111.65	\$ 115.00	\$ 118.45
84	Granite Engineering Group, Inc.	Sub	Inspector	Level 1, Entry	\$ 25.00	2.49	\$ 62.30	\$ 64.17	\$ 66.10	\$ 68.08	\$ 70.12	\$ 72.23
85	Granite Engineering Group, Inc.	Sub	Inspector	Level 2, Developmetal	\$ 29.00	2.49	\$ 72.27	\$ 74.44	\$ 76.67	\$ 78.97	\$ 81.34	\$ 83.78
86	Granite Engineering Group, Inc.	Sub	Inspector	Level 3, Full Experience	\$ 35.00	2.49	\$ 87.22	\$ 89.84	\$ 92.54	\$ 95.31	\$ 98.17	\$ 101.12
87	Granite Engineering Group, Inc.	Sub	Inspector	Level 4, Supervisory	\$ 50.00	2.49	\$ 124.61	\$ 128.34	\$ 132.19	\$ 136.16	\$ 140.24	\$ 144.45
88	Granite Engineering Group, Inc.	Sub	Inspector	Level 5, Managerial	\$ 65.00	2.49	\$ 161.99	\$ 166.85	\$ 171.85	\$ 177.01	\$ 182.32	\$ 187.79
89	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 1, Entry	\$ 21.00							

110	Ninyo & Moore	Sub	Inspector	Level 4, Supervisory	\$	44.50	2.93	\$	130.48	\$	134.39	\$	138.42	\$	142.58	\$	146.85	\$	151.26
111	Ninyo & Moore	Sub	Inspector	Level 2, Developmetal	\$	29.71	2.93	\$	87.11	\$	89.73	\$	92.42	\$	95.19	\$	98.05	\$	100.99
112	PK Electrical, Inc.	Sub	Engineer	Level 5, Managerial	\$	110.00	2.84	\$	312.40	\$	321.77	\$	331.43	\$	341.37	\$	351.61	\$	362.16
113	PK Electrical, Inc.	Sub	Project Controls Engineer/Manager	Level 3, Full Experience	\$	48.00	2.84	\$	136.32	\$	140.41	\$	144.62	\$	148.96	\$	153.43	\$	158.03
114	PK Electrical, Inc.	Sub	Engineer	Level 3, Full Experience	\$	62.00	2.84	\$	176.08	\$	181.36	\$	186.80	\$	192.41	\$	198.18	\$	204.12
115	PK Electrical, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$	50.00	2.84	\$	142.00	\$	146.26	\$	150.65	\$	155.17	\$	159.82	\$	164.62
116	PK Electrical, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$	40.00	2.84	\$	113.60	\$	117.01	\$	120.52	\$	124.13	\$	127.86	\$	131.69
117	PK Electrical, Inc.	Sub	Engineer	Level 4, Supervisory	\$	74.50	2.84	\$	211.58	\$	217.93	\$	224.47	\$	231.20	\$	238.14	\$	245.28
118	PK Electrical, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$	44.00	2.84	\$	124.96	\$	128.71	\$	132.57	\$	136.55	\$	140.64	\$	144.86
119	Rammah Design LLC	Sub	Design/Construction Project Manager	Level 5, Managerial	\$	200.00	1.00	\$	200.00	\$	206.00	\$	212.18	\$	218.55	\$	225.10	\$	231.85
120	San Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$	43.27	2.93	\$	126.64	\$	130.44	\$	134.36	\$	138.39	\$	142.54	\$	146.81
121	San Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$	50.53	2.93	\$	147.89	\$	152.33	\$	156.90	\$	161.60	\$	166.45	\$	171.45
122	San Engineering, LLC	Sub	Engineer	Level 4, Supervisory	\$	61.28	2.93	\$	179.35	\$	184.73	\$	190.28	\$	195.99	\$	201.86	\$	207.92
123	San Engineering, LLC	Sub	Engineer	Level 5, Managerial	\$	90.90	2.93	\$	266.05	\$	274.03	\$	282.25	\$	290.72	\$	299.44	\$	308.42
124	San Engineering, LLC	Sub	Technical Support	Level 3, Full Experience	\$	37.86	2.93	\$	110.81	\$	114.13	\$	117.56	\$	121.08	\$	124.72	\$	128.46
125	Smoky Hill Engineering, LLC	Sub	Engineering/ Architect Specialist	Level 5, Managerial	\$	90.60	2.66	\$	240.95	\$	248.18	\$	255.62	\$	263.29	\$	271.19	\$	279.33
126	Smoky Hill Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$	54.00	2.66	\$	143.61	\$	147.92	\$	152.36	\$	156.93	\$	161.64	\$	166.49
127	Smoky Hill Engineering, LLC	Sub	Project Controls Engineer/Manager	Level 4, Supervisory	\$	48.00	2.66	\$	127.66	\$	131.49	\$	135.43	\$	139.49	\$	143.68	\$	147.99
128	Smoky Hill Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$	47.00	2.66	\$	125.00	\$	128.75	\$	132.61	\$	136.59	\$	140.68	\$	144.91
129	Terracon Consultants, Inc.	Sub	Engineer	Level 5, Managerial	\$	87.02	3.25	\$	282.82	\$	291.30	\$	300.04	\$	309.04	\$	318.31	\$	327.86
130	Terracon Consultants, Inc.	Sub	Engineer	Level 4, Supervisory	\$	69.47	3.25	\$	225.78	\$	232.55	\$	239.53	\$	246.72	\$	254.12	\$	261.74
131	Terracon Consultants, Inc.	Sub	Engineer	Level 3, Full Experience	\$	63.65	3.25	\$	206.88	\$	213.08	\$	219.48	\$	226.06	\$	232.84	\$	239.83
132	Terracon Consultants, Inc.	Sub	Engineer	Level 2, Developmetal	\$	56.83	3.25	\$	184.69	\$	190.23	\$	195.93	\$	201.81	\$	207.87	\$	214.10
133	Terracon Consultants, Inc.	Sub	Project Coordinator	Level 2, Developmetal	\$	33.50	3.25	\$	108.88	\$	112.14	\$	115.51	\$	118.97	\$	122.54	\$	126.22
134	Terracon Consultants, Inc.	Sub	Inspector	Level 5, Managerial	\$	39.00	3.25	\$	126.75	\$	130.55	\$	134.47	\$	138.50	\$	142.66	\$	146.94
135	Terracon Consultants, Inc.	Sub	Inspector	Level 4, Supervisory	\$	31.00	3.25	\$	100.75	\$	103.77	\$	106.89	\$	110.09	\$	113.40	\$	116.80
136	Terracon Consultants, Inc.	Sub	Inspector	Level 3, Full Experience	\$	29.75	3.25	\$	96.69	\$	99.59	\$	102.58	\$	105.65	\$	108.82	\$	112.09
137	Terracon Consultants, Inc.	Sub	Contract Administrator/Manager	Level 5, Managerial	\$	49.04	3.25	\$	159.38	\$	164.16	\$	169.09	\$	174.16	\$	179.38	\$	184.77
138	Terracon Consultants, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$	28.20	3.25	\$	91.65	\$	94.40	\$	97.23	\$	100.15	\$	103.15	\$	106.25
139	Terracon Consultants, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$	27.00	3.25	\$	87.75	\$	90.38	\$	93.09	\$	95.89	\$	98.76	\$	101.73
140	TRACE Consulting, LLC	Sub	Design/Construction Project Manager	Level 5, Managerial	\$	87.00	2.90	\$	252.00	\$	259.56	\$	267.34	\$	275.36	\$	283.62	\$	292.13
141	TRACE Consulting, LLC	Sub	Engineer	Level 4, Supervisory	\$	68.00	2.90	\$	196.96	\$	202.87	\$	208.96	\$	215.23	\$	221.68	\$	228.33
142	TRACE Consulting, LLC	Sub	Engineer	Level 3, Full Experience	\$	59.00	2.90	\$	170.89	\$	176.02	\$	181.30	\$	186.74	\$	192.34	\$	198.11
143	TRACE Consulting, LLC	Sub	Engineer Technician	Level 2, Developmetal	\$	47.50	2.90	\$	137.58	\$	141.71	\$	145.96	\$	150.34	\$	154.85	\$	159.50
144	TRACE Consulting, LLC	Sub	Engineer Technician	Level 1, Entry	\$	36.00	2.90	\$	104.27	\$	107.40	\$	110.62	\$	113.94	\$	117.36	\$	120.88
145	TRACE Consulting, LLC	Sub	Administrative Support	Level 3, Full Experience	\$	27.00	2.90	\$	78.21	\$	80.55	\$	82.97	\$	85.46	\$	88.02	\$	90.66
146	West Coast Civil, Inc.	Sub	Engineer	Level 5, Managerial	\$	104.20	2.68	\$	279.14	\$	287.51	\$	296.14	\$	305.02	\$	314.17	\$	323.60
147	West Coast Civil, Inc.	Sub	Engineer	Level 4, Supervisory	\$	75.54	2.68	\$	202.37	\$	208.44	\$	214.69	\$	221.14	\$	227.77	\$	234.60
148	West Coast Civil, Inc.	Sub	Engineer	Level 3, Full Experience	\$	64.71	2.68	\$	173.35	\$	178.55	\$	183.91	\$	189.42	\$	195.11	\$	200.96
149	West Coast Civil, Inc.	Sub	Engineer	Level 2, Developmetal	\$	44.24	2.68	\$	118.52	\$	122.08	\$	125.74	\$	129.51	\$	133.40	\$	137.40
150	West Coast Civil, Inc.	Sub	Engineer	Level 1, Entry	\$	34.91	2.68	\$	93.52	\$	96.33	\$	99.22	\$	102.19	\$	105.26	\$	108.42



POSITION LIST

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

Area of Expertise	Job Title	Description
Administrative	Administrative Support	This position is designed to provide essential administrative support, helping to streamline processes and enhance productivity. By managing various tasks, the Project Administrative Assistant contributes to the achievement of business goals and the overall efficiency of daily operations. Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area.
Architectural Design	Architect	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities.
Surveying	Chain/Rod Technical	Stakes out and elevates survey points. Performers maintenance of certain equipment and maintains supplies for survey crew.
Construction	Chief Construction Representative	Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
Commissioning	Commissioning Agent	Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines.

Construction	Construction Coordinator	Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
Construction	Construction Manager	Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
Construction	Construction Manager/Engineer	Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
Construction	Construction Representative	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
Contract Management	Contract Administrator/Manager	Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of all required approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and audits a central contract resource file. Assures that necessary procedural controls exist
Project Support	Cost/Estimating Engineer	Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how.
Analytics Development	Data Analyst/Architect	Data model, data mapping, dashboard development, system integration. Performs analytical assessments and evaluations by fulfilling data requests, providing analytical and methodological support, and data modeling.
Project Management	Design/Construction Project Manager	Responsible, through subordinate Design/Construction Project Managers, Project Support staff, Inspectors, and others for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of design/construction projects, assuring satisfactory stakeholder and sponsor service. Responsible for supervising, directing, and coordinating design/construction management of commercial, industrial, and/or municipal projects including direct liaison with stakeholders, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fees; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents.

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

Interior Design	Interior Designer	Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects
Auditor	Internal Auditor	Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
Laboratory	Laboratory Technician	Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy.
Surveying	Land Surveyor	Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
Landscaping	Landscape Architect	Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Construction	Materials Manager	Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
Surveying	Party Chief	Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Project Support	Planner/Scheduler	Position is responsible for the assembling and analyzing of project information and preparing understandable documents that serve as a tool to eliminate design discrepancies and problems, while improving the efficient planning and scheduling of projects. Will monitor projects in accordance to set schedules through use of analytical reports. Work requires the application of standard planning / scheduling techniques and methods based on level of experience and may involve substantial evaluation, analysis, and modification of such standards in problem-solving efforts.

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

Unifier Development	Unifier Systems Developer	Unifier Certification Required, Business Process Design, Implementation, Testing
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EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

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

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

Exhibit D

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

PROFESSIONAL SERVICES TASK ORDER PROCESS

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

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

PROPOSALS AND EXECUTION

TASK ORDER OVERVIEW

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

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

TASK ORDER REQUEST FOR PROPOSAL

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

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

Exhibit D

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CONTRACTOR TASK ORDER PROPOSAL

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

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

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

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

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

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

TASK ORDER ISSUANCE; WORK COMMENCEMENT

NOTICE TO PROCEED BEFORE WORK COMMENCEMENT

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

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

CHANGES TO TASK ORDER OF WORK

CITY INITIATED CHANGES

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

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

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

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

CONTRACTOR REQUESTED CHANGES

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

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

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

TASK ORDER CLOSEOUT

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

Task Order Closeout Documents include the following:

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

MISCELLANEOUS REQUIREMENTS

EXISTING FACILITY INFORMATION

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

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

SCHEDULING, REPORTING, & COMPENSATION

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

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

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

PROGRESS PAYMENT MEASUREMENT

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

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

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

INVOICES AND PROGRESS PAYMENTS

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

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

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

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

MONTHLY INVOICE NARRATIVE

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

FINAL CLOSE OUT INVOICE

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

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

ALLOWABLE OVERHEAD (INDIRECT COSTS)

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

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

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

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

NON-ALLOWABLE OVERHEAD (INDIRECT COSTS)

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

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EXPENSES (OTHER DIRECT COSTS)

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

EXPENSES GREATER THAN \$500

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

TRAVEL AND AIRFARE

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

RENTAL CAR

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

LODGING RATE / NIGHT

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

MEALS

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

NON-ALLOWABLE EXPENSES

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

DEC PROJECT MANAGER DISCRETION

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

REFERENCED FORMS

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

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

END OF EXHIBIT

2

DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)



*RS&H and TRACE leadership collaborating to
strengthen partnerships.*

RS&H

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

MWBE Coordinator and Key Personnel

Shannon Casner, PE will serve as MWBE Coordinator, with direct and independent access to DSBO, the Project Manager, and executive leadership. Shannon is a seasoned professional with a proven track record managing MWBE initiatives, exceeding participation goals, and building capacity for small and disadvantaged firms.

Key responsibilities:

- Oversee MWBE compliance, tracking, and reporting.
- Ensure meaningful scopes of work are assigned to MWBEs in ways that expand their technical skills and market reach on each task order.
- Identify and resolve participation barriers early, escalating to DSBO when needed.

Past Impact: Shannon has successfully led MWBE participation on multiple DEN projects: 2020 Airside/Landside, 2023 Landside and 2024 Airside Contracts.

Supporting Shannon is our team of Project Controllers, Project Managers, and Contract Support Specialists who utilize accounting and certification management systems (e.g., B2GNow) to integrate MWBE goals into daily project delivery.

A. Equity, Diversity and Inclusion Strategies

Our strategy for maximizing MWBE utilization involves the early identification and integration of certified MWBE partners into meaningful roles. We remain nimble and flexible in team composition, often positioning MWBEs in discipline lead and project-critical roles rather than limiting involvement to specialty assignments.

Our strategy focuses on aligning MWBE scopes with both project needs and firm growth opportunities:

- Early Scope Assignment: Identify MWBE scopes during work planning, ensuring timely contract execution.
- Skill-Building Opportunities: Assign high-impact tasks such as Survey, SUE, civil design support, and structural engineering to expand MWBE technical capabilities.
- Balanced Workload: Distribute scopes to avoid overextension while maximizing participation.
- Long-Term Partnerships: Develop ongoing relationships with MWBEs for future projects and facilitate connections nationwide.

Strategies to Increase Participation of MWBE Firms

Our approach to incorporate new and existing MWBE partners includes a variety of strategies such as:

- RS&H’s FutureState Events – MWBE and small business networking for potential firms to meet RS&H leadership and project managers. We have hosted several events in Denver and multiple states since the program began in 2022.

With diverse voices, RS&H can continue to develop the creative and forward-thinking solutions necessary to solve some of the biggest challenges for our communities.

KEY PERSONNEL FOR MWBE EDI PLAN



Shannon Casner
MWBE Coordinator
Shannon.Casner@rsandh.com
303-409-7919



Chrisha Smith
Project Controller
Chrisha.Smith@rsandh.com
678-528-7222



Broutin Sherrill
Principal-in-Charge
Broutin.Sherrill@rsandh.com
303-409-7970

Robust DEI Program



Focus on supplier diversity & strategic partnerships



\$60M in fees for our 250+ MWBE partners

Exhibit E

- DEN Meet the Primes Event in 2023-2024 – This event resulted in connections with multiple new MWBE firms for work at DEN.
- DEN Procurement Tradeshow 2025 participation to meet new firms and refresh connections.
- Active in membership associations (WTS, ACC, CAO, NWAAAE, AAAE, MOVE, CABPES, COMTO) and hold board positions.
- Leveraging connections nationally to identify new firms that are not currently working at DEN, and providing current partners new opportunities nationwide.

This contract represents an opportunity to contribute to the growth of MWBE firms from the Denver community. The MWBE firms that have partnered with RS&H to deliver this project offer the right mix of talent and depth of resources. Building the project will enhance the capabilities and resumes of these entities in ways that will support the growth of their businesses in the future.

B. Technical Assistance and Support for MWBEs

We believe that meaningful MWBE participation requires more than a contract—it requires intentional mentoring, ongoing engagement, and removal of operational barriers.

Our approach to mentoring MWBE-certified firms includes:

- Early Engagement: Identify qualified firms well in advance of contract opportunities, build relationships with their leadership, and fully understand their strengths and expertise.
- Regular Interaction: RS&H actively participates in Airport Minority Advisory Council (AMAC), serving as the organizational point of contact and supporting development of AEC workshops at the Annual Conference that advance opportunities for small business, including leadership roles and panel moderation over the last four years.
- Comprehensive Onboarding: Our DEN subconsultant onboarding process connects the right people at all levels of the team, assigns a partner/mentor for support, and provides a thoughtful review of expectations.
- Technical Coaching: We incorporate our Quality Management Plan, design standards, and project-specific requirements into initial training, coupled with technical coaching and support throughout the project lifecycle.
- Participation in small business training program: Leading Edge for Transportation and CDOT's ESB Mentor-Protégé Program.

Barrier Removal – Insurance Requirements:

Financial & Contractual Support - We understand financial barriers are often the biggest hurdle. RS&H assists with reducing those barriers through: Prompt Payment, Right Sizing Scope, and removing barriers where possible. We have found that DEN insurance requirements can be a barrier to subconsultants working on smaller task orders, where the insurance burden may not be proportional to the scope. Under the 2020 Airside/Landside On-Call, we worked with DEN Risk Management and RS&H Legal to evaluate each subconsultant's scope of work and, in some cases, accepted lower insurance requirements commensurate with the work being performed.



RS&H has hosted several FutureState events in Denver and other large RS&H office locations since the program began in 2022.

"We have thoroughly enjoyed working with the RS&H team on these projects under the leadership and mentorship of Shannon Casner, and enjoy the thorough communication and technical support she has provided as we expand into the DEN market."

- Chintan S. Jhaveri, PE, Principal, TRACE Consulting



RS&H Engineers Samantha Galan-Solis and Shannon Casner attend DEN Procurement Tradeshow to network with new and existing partners.

Exhibit E

A recent example involved TRACE Consulting, whose scope included development of erosion control plans and erosion control permitting. The full insurance requirements—designed for scopes involving airfield driving—would have increased TRACE’s insurance costs by \$48,000. Recognizing that airfield driving privileges were unnecessary for this work, RS&H collaborated with our legal team and DEN Risk Management to secure approval for reduced insurance limits. This adjustment allowed TRACE to participate without undue financial burden, while maintaining all safety and contractual requirements.

C. Procurement Process and Flow-Down Requirements

The RS&H team was compiled to provide a highly experienced, nimble, and flexible team. Team members were selected based on reputation, technical qualifications, and similar project experience. RS&H has established working relationships with many MWBE firms at DEN during past assignments. However, we recognize that diversifying and adding new team members will further promote equity, diversity and inclusion. We are confident that the RS&H team can provide any firm with enough guidance and training so they can be successful working at DEN.

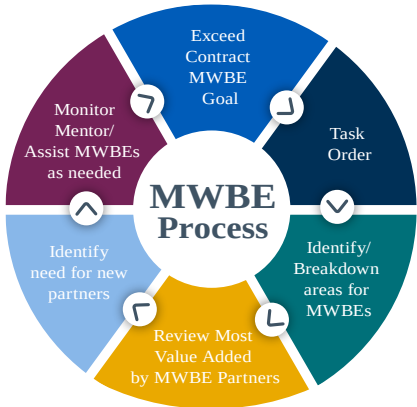
Following receipt of a Task Order Solicitation from DEN, RS&H will review the task order to determine the services needed to execute the project and coordinate with team members for a scope and fee. RS&H will review for completeness and accuracy prior to incorporating into the overall scope and fee that will be provided to DEN. Our procurement process is structured to promote equity, transparency, and access for MWBE partners at every tier. Key principles include:

- ▶ Equity Over Price: Lowest price is not the sole deciding factor—technical qualifications, availability, and preference for new or underutilized MWBEs are considered.
- ▶ Flow-Down Compliance: MWBE requirements are embedded in all subcontracts and passed to all lower-tier agreements.
- ▶ Pre-Selection Support: Work with MWBEs before award to address potential challenges related to insurance requirements or other barriers and set them up for success.

D. Communication and Proposer Management

Effective communication and vendor management are essential to MWBE success on complex, multi-disciplinary projects. Our approach includes:

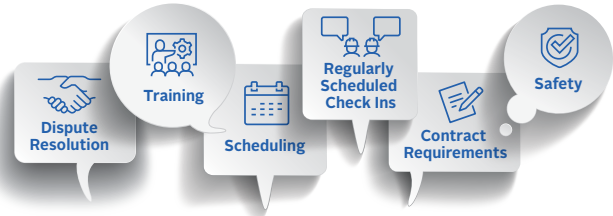
- ▶ Providing every MWBE subconsultant with a detailed Project Management Plan covering schedule, design requirements, goals, and performance criteria at the outset of every project.
- ▶ Including MWBE team members in weekly design coordination and project update meetings, fostering an environment of collective accountability and professional mentorship.
- ▶ Onboarding sessions to introduce team members to project controls, document standards, and required software platforms.
- ▶ Continuous tracking of subconsultant participation via systems such as B2GNow, supported by proactive reminders and assistance to ensure all reporting and audit requirements are met in a timely manner.
- ▶ Dedicated points of contact for compliance, support, and day-to-day coordination, ensuring no barriers impede performance or communication.
- ▶ Clear step-by-step escalation and dispute resolution protocols to address issues swiftly and collaboratively, aiming for informal resolution at the lowest effective level before progressing to formal procedures.



- ✓ Integrated Team Design Meetings
- ✓ Shared Platforms
- ✓ Transparent Expectations
- ✓ On-Going Feedback

Exhibit E

Dispute resolution is an important skill that requires transparency, honesty, and integrity. Our Standard Operating Procedures (SOPs) include proactive measures such as monitoring subconsultant progress against schedule and budget, and frequent and clear communication of expectations. When disputes occur, RS&H uses a tiered approach that attempts to resolve disputes informally before reverting to formal procedures. If resolution cannot be reached at the project team level, the dispute is elevated to the principal-in-charge for intervention. In the event an informal resolution fails, RS&H encourages third party mediation. RS&H has reviewed the DSBO and City and County of Denver ordinances and will adhere to the requirements of the program.



E. Past Performance in EDI and MWBE Promotion

We have a record of consistently meeting or exceeding MWBE participation goals on similar contracts, including prior DEN airside and landside on-call programs—often exceeding targets by five to ten percentage points. Our engagement extends beyond simply meeting contractual percentage goals:

- Longstanding relationships with over 250 MWBE firms, resulting in more than \$60 million in fees paid through on-call and project-specific contracts in the last decade.
- Mentorship arrangements, both formal (mentor-protégé) and informal (technical support and job training), that have helped small firms expand into new specialties—e.g., guiding electrical partners into airfield lighting and control design roles, enabling these firms to serve as prime consultants elsewhere.
- Proven ability to bring entirely new MWBE firms onto major projects, provide onboarding and technical training, and ensure their successful integration—demonstrated most recently with civil and electrical partners expanding their work from other states to DEN.
- Transparent, documented processes for technical upskilling, contract support (including pay, paperwork, and compliance), and marketing assistance to help MWBEs build resumes and compete for further work.

Our core philosophy is to treat MWBE partners as integral to the team, providing ongoing support that is tailored to their growth and the needs of the client. Youth Mentorship and Development with partnerships with local highschools educating and promoting STEM careers paths.

Our success lies in providing meaningful opportunities that support firm growth and sustainability. A few examples include:

TRACE: Introduced through RS&H’s FutureState networking events, TRACE began working with us at DEN in 2020. Since then, we have expanded their participation into multiple DEN projects and helped them extend their footprint to Dallas/Fort Worth International Airport. TRACE has grown its technical portfolio and capacity through this partnership.

Smoky Hill: First connected through our outreach efforts, Smoky Hill has since been integrated into the DEN Taxiway L project and is gaining both visibility and technical experience in large-scale aviation infrastructure projects.

Expanding Opportunities for Emerging MWBEs: RS&H is committed to expanding DEN’s pipeline of capable MWBE partners by engaging both established firms and emerging small businesses. Our team includes newer teaming partners who will gain valuable DEN project experience with RS&H’s guidance and mentorship.

Aeris: A new MWBE firm with recent airfield design experience at DEN. This will be their first opportunity as a design subconsultant on DEN assignments, and RS&H is committed to supporting their growth and integration into the on-call program.

RS&H’s strong history of meeting or exceeding MWBE Goals at DEN

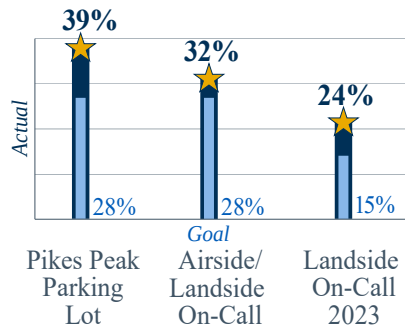


Exhibit E

Granite: An established MWBE partner with a strong track record on CDOT projects across Colorado. Granite has completed limited work at DEN and is eager to expand their resume at the airport. RS&H will leverage our experience working together to help Granite deepen their DEN portfolio.

Rammah: A certified MWBE and small business that has provided limited design services with RS&H in Oregon. As a one-person firm, Rammah represents the type of emerging partner this contract can help develop. RS&H will provide mentorship and oversight to ensure his contributions are successful while supporting his continued growth in the aviation market.

Successful Project Mentorship

RS&H embraces our MWBE partners and treats them as an extension of our own staff. In the same way we mentor and provide on-the-job training to our staff, we provide training and support to our partners. This training is often informal in the form of phone calls providing technical advice or tutorials on using new software or design aids. **These can also be formal arrangements within a mentor-protégé program.** This was demonstrated by our informal mentor-protégé relationship with PK Electrical on the **Runway 16R-34L Rehabilitation** project. PK performed electrical services that were outside their typical scope of services, allowing them to grow in an area with guidance and mentorship from RS&H.



RS&H and PK working together on-site for the Runway 16R-34L Rehabilitation project.

F. Proposer's Culture

RS&H is committed to creating a connected future where everyone can thrive. Our core values drive our efforts to cultivate an equitable environment focused on ensuring a culture of belonging. With diverse voices, RS&H can continue to develop the creative and forward-thinking solutions necessary to solve some of the biggest challenges for communities throughout the world.

One program that catapulted our EDI efforts and impact was the launch of the first employee resource group (ERG) at RS&H in 2019, the **IGNITE WOMEN'S PROFESSIONAL NETWORK**. This group provides visibility and leadership opportunities for women across the company, and promotes them in industry-related associations and local community groups. In 2020, we launched Community Conversations, a program intended to strengthen efforts based on a foundation of listening, learning, and hearing while ensuring mutual respect. The findings from Community Conversations informed strategic direction and actions for our EDI program. We rolled out a comprehensive roadmap to building ERGs for our associates, serving as the foundation for their aspirations. Today, alongside **IGNITE**, we have the **BUILT BLACK PROFESSIONAL LEADERSHIP NETWORK, PRISM LGBTQ+ PROFESSIONAL NETWORK** and **ELEVATE COMMUNITY GRANTS**, helping lead the charge for awareness and instill a deeper spirit of inclusion within RS&H.



We have also expanded our recruiting strategy to focus our efforts on supporting and recruiting students who attend Historically Black Colleges and Universities (HBCUs). In addition, we have invaluable relationships with Florida A&M, Prairie View A&M, and Alabama A&M universities. To bolster these efforts and uplift students at all levels of college experience, we launched the Scholars Program in 2021. In partnership with notable professional organizations, we provide scholarships and mentoring for students to thrive in a hands-on environment.

G. Future Initiatives

We have an opportunity to help communities solve pressing infrastructure challenges today and in the future. A diverse culture allows us to seek out, invite in, and design for a variety of perspectives—bringing the best ideas and most strategic solutions to the table. The foundation of our future has been laid, and we are committed to building upon it through education, training, conversation, and everyday action that instill our core values and foster a more inclusive workplace.

Cover Letter
Cost
EDI Plan
Understanding
Work Plan
Personnel
Experience
Forms
DSBO
Diversity
Resumes

Workforce Diversity and Development

- Recruitment: Expand outreach through diversity career fairs, partnerships with Historically Black Colleges and Universities (HBCUs), and engagement with professional organizations supporting veterans and underrepresented groups.
- Succession Planning: Strengthen mentorship and leadership development programs to prepare a diverse pipeline of future leaders.
- Training Commitment: Deliver a minimum of 80 hours of training annually in technical disciplines, quality management, and project delivery processes.

Youth Mentoring & Community Engagement

- Support STEM education through local organizations such as the Colorado Association of Black Professional Engineers & Scientists (CABPES) and local high school outreach.
- Continue investing from the RS&H Elevate Fund into Denver-area youth and community programs (recent recipients include Mile High Tree Champions and the iCan Bike Program).
- Provide staff participation in mentoring and engagement programs, such as DYAO events at Denver University.

Expanding MWBE Opportunities

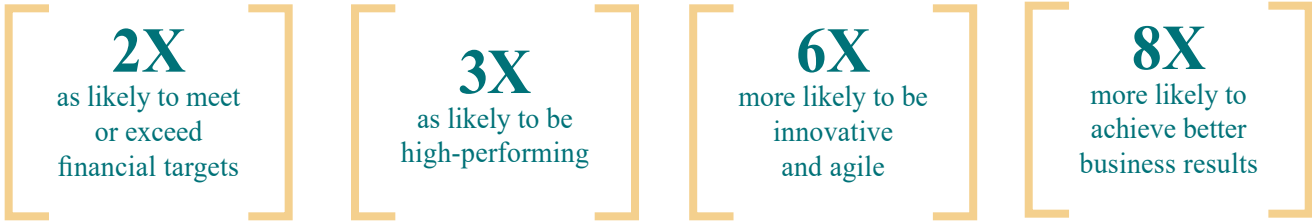
- Meaningful Scopes: Increase the number of technical and leadership roles available to MWBE partners over the next five years.
- Ongoing Mentorship: Provide project-based mentorship and regular check-ins with MWBE partners, targeting new MWBE firms for focused development.
- Barrier Reduction: Review insurance requirements and adjust scopes where possible to reduce entry barriers for smaller MWBE firms.
- Capacity Building: Offer structured training and lessons learned to MWBE firms to strengthen long-term business sustainability.

Community Impact Investment

- Continue our long history of award-winning partnerships with MWBE, SBE, DBE, VBE, and other diverse businesses through mentor-protégé programs.
- Maintain and expand RS&H’s Elevate Fund, which has already provided over \$400,000 in grants to 67 organizations nationwide, including several in the Denver region.



Benefits of having an inclusive and diverse culture





REQUEST FOR PROPOSALS

On-Call Infrastructure Design

RFP No. 202580614

August 20, 2025

REQUEST FOR PROPOSALS (RFP)

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

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

Request for Proposals # 202580614

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

Schedule of Activities:

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

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

Pre-Proposal Conference – OPTIONAL

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

[Pre-Proposal Conference Link](#)

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

RFP Questions

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

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

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

Proposal Submittal

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

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

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

EBS FAQs:

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

Minority and Women-Owned Business Enterprise Participation

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

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

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

General Statement of Work

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

PROPOSAL SUBMITTAL REQUIREMENTS

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

- ☐ Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)
- ☐ Sample Agreement:
 - List of all proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2
- ☐ Conflict of Interest Question Submission Form:
 - If applicable, please disclose any conflict of interest as outlined in Section III-25.
- ☐ Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
- ☐ DSBO Forms
 - Commitment to MWBE Participation
 - DSBO Program Requirements Handbook – Signature Statement
 - MWBE Utilization Plan Form
- ☐ Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- ☐ Financial Forms (From primes only, financial forms from subs are not required) - to be submitted as separate electronic files from the proposal
 - Exhibit B – 2025 Labor Rates and Classifications

Exhibit F

REQUEST FOR PROPOSAL

202580614

On-Call Infrastructure Design

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

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

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

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

Exhibit F

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

II. SCOPE OF WORK

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

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

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

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

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

SERVICES INCLUDE:

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

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

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

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

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

SERVICES AUTHORIZATION

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

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

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

1. Airfield Pavement Design

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

2. Roadway Design

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

3. Bridge Design

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

4. Parking Facilities

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.
- 5. Structural Engineering Design**
 - a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.
- 6. Geotechnical Investigations and Other Predesign Services**
 - a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.
- 7. Survey and Mapping**
 - a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.
- 8. Miscellaneous Design Services**
 - a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.
- 9. Construction Phase Support Services**
 - a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

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

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

III-3 Means of Communication

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

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

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

III-4 Interpretation of Proposal Documents

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

III-5 Addenda

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

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

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

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

III-6 DEN Website

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

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

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

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

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

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

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

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

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

III-9 **Confidentiality of Records**

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

III-10 **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 considered by the City for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain of DEN's contract provisions are required by Federal, State and/or City law and policy and are not subject to modification.***

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

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

A. Non-Competition

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

B. Joint Ventures

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

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

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

C. Commitment to MWBE Participation

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

D. Good Faith Effort

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

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

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

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

E. DSBO Program Requirements Handbook (DSBO Handbook) – Signature Statement

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

F. MWBE Utilization Plan

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

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

G. Authority

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

III-12 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. They are the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
- E. He / She is not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (a) through (c), above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

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

III-13 Designation of Subcontractors

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

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

III-14 Payment

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

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

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

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

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 or at any time during the term of the executed contract, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual

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

3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

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

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

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

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

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

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

III-19 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 meet with their authorizing signatory to complete an online application in DEN's security system. Two (2) valid forms of identification must be presented at the badging office, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

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

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

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

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

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

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

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

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

III-20 Background Checks

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

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

III-21 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 DEN Rules and Regulations as they pertain to overall movement of vehicles in the Sterile and Secured Area(s) and pass a corresponding test to assure understanding of the DEN Rules and Regulations.

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

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

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

III-22 **Violations**

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

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

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

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

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

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

III-26 Title VI Solicitation Notice

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

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

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

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

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

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

END OF ADMINISTRATION INFORMATION

IV. PREPARATION OF PROPOSAL**IV-1 Preparation of Proposal - Proposal Forms**

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

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

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

IV-2 Preparation of Proposal - Proposal Narrative**A. GENERAL**

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

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

Exhibit F

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

IV-3 Proposal Narrative Contents

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

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

Cover Letter

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

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

1. Cost Effectiveness**Cost-Effectiveness:**

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

Pricing:

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

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

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

Quality Control and Error Minimization:

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

Right Sizing the Team:

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

Managing Subconsultants:

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

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

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

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

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

- A. Equity, Diversity and Inclusion Strategies. Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.
- C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized businesses and communities that they serve.

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

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

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

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

3. **Understanding the Project**

Describe the following:

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

4. **Proposed Work Plan and Approach**

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

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

Describe the Proposer's existing project management control methods and progress reporting systems.

Note: Any deliverables from the Proposer must be in a format compatible with DEN's systems.

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

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

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

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

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

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

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

6. Company Experience and Qualifications

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

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

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

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

V. EVALUATION OF PROPOSALS**V-1 Evaluation of Proposals**

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

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

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

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

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

END OF EVALUATION OF PROPOSALS

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

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

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

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

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):

Exhibit F

References
(Provide three professional references below)

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

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

Exhibit F

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

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

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

Exhibit F



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

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

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to _____% of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

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

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

Bidder/Proposer or Prime (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:

Exhibit F



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

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

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

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

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

Bidder/Proposer or Prime (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:

Exhibit F



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

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

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

Proposer/Prime Name:

Project/Contract Name and Number:

DSBO Version 1: 3/4/2025

Exhibit F



Utilization Strategies

- Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**
- Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.

For reference, please refer to CCD Certified Small Business Database.

[Small Business Certification and Contract Management System](#)
[| Denver Office of Economic Development](#)

Response:



Exhibit F

**Standard Procedure
for Bid Packages**

- Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:



Exhibit F

Technical Assistance	• Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts. Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc. Response:
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VIII. ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS

EXHIBIT B - 2025 LABOR RATES AND CLASSIFICATIONS

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

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

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

Exhibit F

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability
Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability
Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

Exhibit F

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Exhibit F

7. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

Exhibit F

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

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

XI. ATTACHMENT 6, SAMPLE AGREEMENT**SAMPLE AGREEMENT**

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

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

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

The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

7. Standard Federal Provisions contained in the Contract and the Exhibit or Appendix
8. Minority/Women Owned Business Enterprise (DEN-funded), Small Business Enterprise (DEN-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements
9. MWBE Prompt Pay (if applicable) and City Prompt Pay
10. Prevailing Wage Ordinance
11. City Minimum Wage provisions; worker retention provision if applicable
12. Insurance Requirements
13. Defense and Indemnification (subject to very limited exceptions and approval; Proposer must provide comments and any provisions it *cannot accept with its Proposal*)
14. Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)
15. Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval) compliance with all Executive Orders including drugs/alcohol/tobacco
16. Governing Law and Venue
17. Bond Ordinances
18. Force Majeure
19. Taxes and Costs
20. Environmental Requirements
21. Records Retention and Other Standard City Provisions, including but not limited to:
22. Diversity and Inclusiveness
23. No Discrimination in Employment
24. Advertising and Public Disclosure
25. Colorado Open Records Act
26. Examination of Records and Audits, including Federal and City Auditor provisions
27. Conflict of Interest
28. Sensitive Security Information, DEN Security, Badging, and other Security Provisions

Exhibit F

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

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

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

C. Standard of Performance.

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

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

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

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

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

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

vii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor

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contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

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

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4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2) one-year options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

C. Suspension and Termination.

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

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

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

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

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

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v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

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

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

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Dollars and Cents (\$) ("Maximum

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Contract Amount”). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

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

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

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

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

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

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

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

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

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

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under this Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under

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D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

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proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered.

Date bid or proposal issuance was advertised: Date

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

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

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

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

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

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

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

9. **DISPUTES:**

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

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

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

11. **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

D. Compliance with all Laws and Regulations.

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

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

E. Compliance with Patent, Trademark and Copyright Laws.

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

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

F. Notices.

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

by Contractor to:

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

And by the City to:

[\[Click here to add multiple address lines\]](#)

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

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

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

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one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

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

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

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

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

L. Cooperation with Other Contractors.

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

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

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

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

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall

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make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

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

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Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

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

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

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

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

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

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

H. Conflict of Interest.

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

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

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

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

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

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

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

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

15. FEDERAL RIGHTS:

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

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix No. 1: Standard Federal Assurances
 Exhibit A: Scope of Work
 Exhibit B: Rates
 Exhibit C: Insurance Requirements
 Exhibit D: Task Proposals and Execution Process
 Exhibit E: Scheduling, Reporting and Compensation
 Exhibit F: Equity, Diversity and Inclusion Plan ("EDI Plan")
 Exhibit G: Request for Proposals and Contractor's Response to Request for Proposals

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

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

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City

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Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

[SIGNATURE PAGES FOLLOW]

XII. ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM

DEN CONFLICT QUESTION SUBMISSION FORM

The Conflict Question Submission form may be relative to this contract and is contained in the pages immediately following this page.

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

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DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

E-mail address

Telephone Number

II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

☐ Yes - outside entity☐ No - internal

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III. Conflict Question

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

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Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

IV. DEN Stakeholders

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

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List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

V. Timeline Constraints

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued?

If yes, briefly describe the timing issue and any specific dates and potential impacts.

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VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

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Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot to make a determination at this time

VII. Comments / Conditions

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August 25, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

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On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

Scope of this Addendum

Addendum Number 1 includes modifications to the following RFP Documents issued Friday, August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

The following links have been updated as part of Addendum Number 1:

Optional Pre-Proposal Conference

The link for the pre-proposal conference will be replaced in its entirety with the link below.

[Optional Pre-Proposal Conference Link](#)

Minority and Women-Owned Business Enterprise Participation

[Small Business Certification and Contract Management System](#)

Attachment 2, DSBO Forms

DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement: [DSBO Compliance Website](#)

DSBO Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan: [Small Business Certification and Contract Management System](#) & [Denver Office of Economic Development](#)

Attachment 4, Insurance Requirements

Exhibit C: Insurance Requirements for Department of Aviation Professional Services Agreement

[DEN AirsideDrive Program](#)

[DEN Airport Rules and Regulations](#)

[DEN ROCIP Safety Manual](#)

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

The total number of pages (including cover sheet) contained in this Addendum Number 1 is two (2).

* * * * *

End of Addendum Number 1.

Exhibit F

September 11, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

Scope of this Addendum

Addendum Number 2 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 2 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 1 is attached. Question 15 will be addressed in a later addendum.

Preparation of Proposal

Section IV-3 Proposal Narrative Contents

The following language under Cost Effectiveness will be replaced in its entirety to state:

Pricing:

- A. Complete the Exhibit B for Labor Rates and Classifications for the core team and key personnel labor classifications.

All salaried personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) from those identified in the original Contract must also have hourly billing rates approved prior to commencing work at DEN, including additional labor classifications and new or additional subcontractors.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 1
- Professional Services Compensation Process
- Task Order Process – Proposals and Execution

The total number of pages (including cover sheet) contained in this Addendum Number 2 is twenty-one (21).

* * * * *

End of Addendum Number 2.

Exhibit F

Questions & Answers - 1

Solicitation 202580614 - On-Call Infrastructure Design
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	Question: Link to Pre-proposal Meeting Does Not Work Hello, Could you please provide a new link to the pre-proposal meeting? The one in the RFP does not work. Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q2	Question: Preproposal Link Hello, In the downloaded RFP, it does not appear that the pre-proposal meeting link is functioning. Can you please post the call-in information? Thank you Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q3	Question: Organizational Chart Can the org chart be on a 11 x 17 page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q4	Question: Conflict of Interest In section III-25 of the RFP for conflicts of interest, it states that "existing contracts held by the proposer could be consider a conflict." Would you suggest we state all the contracts currently held as the proposer? It is unclear as the submission form provided appears to be more of a claim notice rather than a statement. Answer: The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed. Proposers should consider potential conflict of interests as defined in Section III-25.	08/27/2025
Q5	Question: Sample List of Task Order Projects Would it be possible to provide a sample list of actual task order projects that may be anticipated under this contract? Answer: Actual task order projects have not been determined at this time, but could include: -Runway and airfield pavement rehabilitation projects -Roadway and surface parking lot rehabilitation projects -Airside and landside pavement evaluations -Stormwater drainage improvements -New and modifications of water quality facilities -DIW system rehabilitation and improvements -Rehabilitation of airfield lighting systems -Traffic signal design, traffic analysis -Utility extensions and preliminary site development	08/27/2025

Exhibit F

No	Question/Answer	Question Date
Q6	Question: Consultants' submission Can consultants submit to provide discipline-specific services on an on-call basis (i.e. structural engineering) or is the expectation that submittals include complete teams that are capable of meeting all of the potential project requirements (i.e. architects, engineers, etc.) Answer: DEN's expectation is that each awarded firm will have the capabilities to respond to all potential project requests, through self-performance or the subconsultant team structure. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs.	08/27/2025
Q7	Question: Tab 5 Key Personnel We want to make sure we're clear on all of the resources we are dedicating to potential airside and landside on-call projects as well as identifying a clear structure for opportunities for our MWBE partners while keeping within the 12 point Times New Roman requirements. Would it be possible to allow for the organizational chart to be placed on an 11" x 17" page so we can show all these relationships together on one page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q8	Question: Consultant Number How many consultants/teams will DEN be selecting for this contract? Answer: DEN is anticipating approximately 5 contracts to be awarded.	08/29/2025
Q9	Question: Contract Cap Will the contracts have a monetary cap? If so, is DEN aware of how much that cap will be? Answer: DEN is anticipating each contract maximum liability to be approximately \$10M.	08/29/2025
Q10	Question: Organization Chart Size Is it acceptable to present the organization chart on an 11 x 17 page since it does not count towards the page count? Answer: Yes, the org chart can be on an 11 x 17 page.	09/02/2025
Q11	Question: Proposal Format Section IV-3 Subsection 5 states, "Organizational chart does not count towards total page count." Section IV-2.B bullet 6 includes items excluded from the 25-page count, but does not list the Organizational Chart as an exclusion. Please state whether the Organization Chart counts towards the 25-page Proposal Narrative page count. Please also confirm whether the Org Chart may be submitted as an 11x17 sheet with 10 pt font. Answer: The org chart does not count against your page count and it can be submitted on 11 x 17, the font can be 10 pt. font as long as it is easily readable by our evaluation panel.	09/03/2025
Q12	Question: Proposal Format RFP Section IV-2.B states, "Proposals shall use the font type and size of Times New Roman 12 point." Please confirm graphics, tables, charts, etc. are excluded from this formatting requirement, and may be submitted with legible smaller font and styling. Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/03/2025

Exhibit F

No	Question/Answer	Question Date
Q13	Question: Exhibit B Rate Sheet Please clarify if the Exhibit B Rate Sheet is to include subconsultant staff bill rates, or if it is to include only the Prime Consultant key staff bill rates. Answer: The Rate Sheet Exhibit is intended to include prime consultant and subconsultant billing rates. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs, resulting in subsequent updates to the Rate Sheet Exhibit.	09/03/2025
Q14	Question: Exhibit B-2025 Labor Rates and Classification The "Exhibit B-2025 Labor Rates and Classification" form that was provided with the RFP has limited staff positions available for selection. For example, the Engineer category used to include levels from Engineer I thru Engineer IV. This has been reduced to 1 single classification of Engineer. There are not sufficient positions in this form to categorize our different staff levels. Can this form be revised to include those additional positions similar to previous versions of this form? Answer: Proposers should utilize the "Experience Level" in addition to the Position title as further qualifiers for different staff level.	09/04/2025
Q16	Question: conflict of interest form The RFP indicates the conflict of interest form is required to be submitted as a part of this. Should this form only be submitted if we feel there is a conflict of interest that needs to be disclosed? Should this form be used to identify all the current contracts a firm holds at DEN for review? Can you please provide more clarification around the submission of this form. Answer: The Conflict of Interest Form is only required if the Proposer believes a conflict of interest may exist. The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed.	09/04/2025
Q17	Question: project specific pricing sheet The RFP indicates that if applicable, please provide a project specific pricing sheet or use the Exhibit B form. Please confirm that an Exhibit B is all that is required for this contract. Answer: IV-3 Subsection 1 will be revised. Exhibit B Labor Rates and Classifications is all that is required, there is no project specific pricing sheet for this opportunity.	09/04/2025
Q18	Question: Exhibit B 2025 Labor Rates & Classification Page 24 of the RFP indicates that "The Exhibit B 2025 Labor Rates & Classification is specific to the individual employee assigned to the project, .." The Exhibit B form that is included does not have a column to identify the individual employee. Is the intent to establish rates for each individual, or for each classification? Answer: Complete the Exhibit B Labor Rates and Classifications as indicated. The intent is to establish classification rates, not individual employee rates.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q19	Question: Font Size/Type Will DEN allow firms to use fonts and sizes other than Times New Roman 12 in graphics, charts and callouts? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q20	Question: DEN Conflict Question Submission Form Page 4 of the RFP lists the Conflict of Interest Question Submission Form as a required document. Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form. Please confirm this form is only required if the proposer has a potential conflict of interest as defined in Section III-25 of the RFP. Answer: Refer to Q16.	09/04/2025
Q21	Question: DEN Conflict Question Submission Form Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form, the form appears to be an online submission. If required, is the proposer to complete and submit this form online? Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q22	Question: DEN Conflict Question Submission Form If required to be submitted online, please provide a link to the DEN Conflict Question Submission Form. Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q23	Question: DEN Conflict Question Submission Form If required to be submitted online, is the DEN Conflict Question Submission Form required to be submitted prior to the Proposal Due Date. Answer: If applicable, the Conflict of Interest Form should be submitted as part of the Proposal Submittal package.	09/04/2025
Q24	Question: DEN Conflict Question Submission Form If required to be submitted, please confirm that DEN will complete Sections VI and VII of the DEN Conflict Question Submission Form, and the proposer does not need to complete these sections. Answer: Correct - Section VI and VII are reserved for DEN's determination.	09/04/2025
Q25	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states "if applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B – Core Staff Labor Rates." Please confirm that there is not a requirement to provide project specific pricing as part of the proposal response, and that the proposer is only required to submit Core Staff Rates in the RFP attachment titled "EXHIBIT – 2025 LABOR RATES AND CLASSIFICATIONS 073125", for the prime consultant only. Answer: Refer to Q13 and Q17.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q26	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate how much of the 20% Evaluated Weight for Section 1 Cost Effectiveness/Pricing would be subdivided if pricing was included in the evaluation and scoring. Answer: IV-3 Subsection 1 will be revised. Pricing is included in the evaluation and scoring, but the evaluated weight is not further subdivided under this criteria.	09/04/2025
Q27	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate where the proposer is to address this evaluation option. Answer: IV-3 Subsection 1 will be revised. This is not intended to be a proposer option.	09/04/2025
Q28	Question: Number of Contracts How many contracts does DEN expect to award as part of this solicitation? Answer: Refer to Q8.	09/04/2025
Q29	Question: Submission on Areas Can a firm submit only in the areas they perform or does DEN prefer teams that can cover all of the potential scope areas listed in the RFP? Answer: Refer to Q6.	09/04/2025
Q30	Question: Graphics + Org Chart Would it be allowable for submitters to use a different font than Times New Roman to accommodate graphic layouts as part of our submittal? For instance in the org chart or other graphics that include text labels? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q31	Question: Exhibit B - Rates Can categorical rates be provided within the Exhibit B form or are individual person names required? Answer: Refer to Q18.	09/04/2025
Q32	Question: Exhibit B - Rates Are rates to be provided within the Exhibit B form for the prime only or for prime and subs? Answer: Refer to Q13.	09/04/2025

Exhibit F

September 12, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

This Addendum Number 3 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

Scope of this Addendum

Addendum Number 3 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 3 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 2 is attached which answers Q15.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 2
- Task Order Process – Proposals and Execution. This document replaces the previous attachment included within Addendum 2.

The total number of pages (including cover sheet) contained in this Addendum Number 3 is ten (10).

* * * * *

End of Addendum Number 3.

Exhibit F

Questions & Answers - 1

Solicitation

Buying Organization

202580614 - On-Call Infrastructure Design

City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q15	Question: Exhibit B-2025 Labor Rates and Classification The “Exhibit B-2025 Labor Rates and Classification” form that was provided with the RFP calculates yearly rates for the next 6 years, and uses a 3% escalation rate. The Draft contract in section 5.D indicates rate adjustments will be tied to the Denver-Aurora-Lakewood CPI. Is the intent to limit future escalations to 3%, and the final contract language will be updated to reflect that? Answer: Correct - the intent is to limit annual escalations to 3% and final contract language will be updated.	09/04/2025



September 18, 2025

City and County of Denver
RFQ No. 202580614

Denver International Airport
ON-CALL INFRASTRUCTURE DESIGN

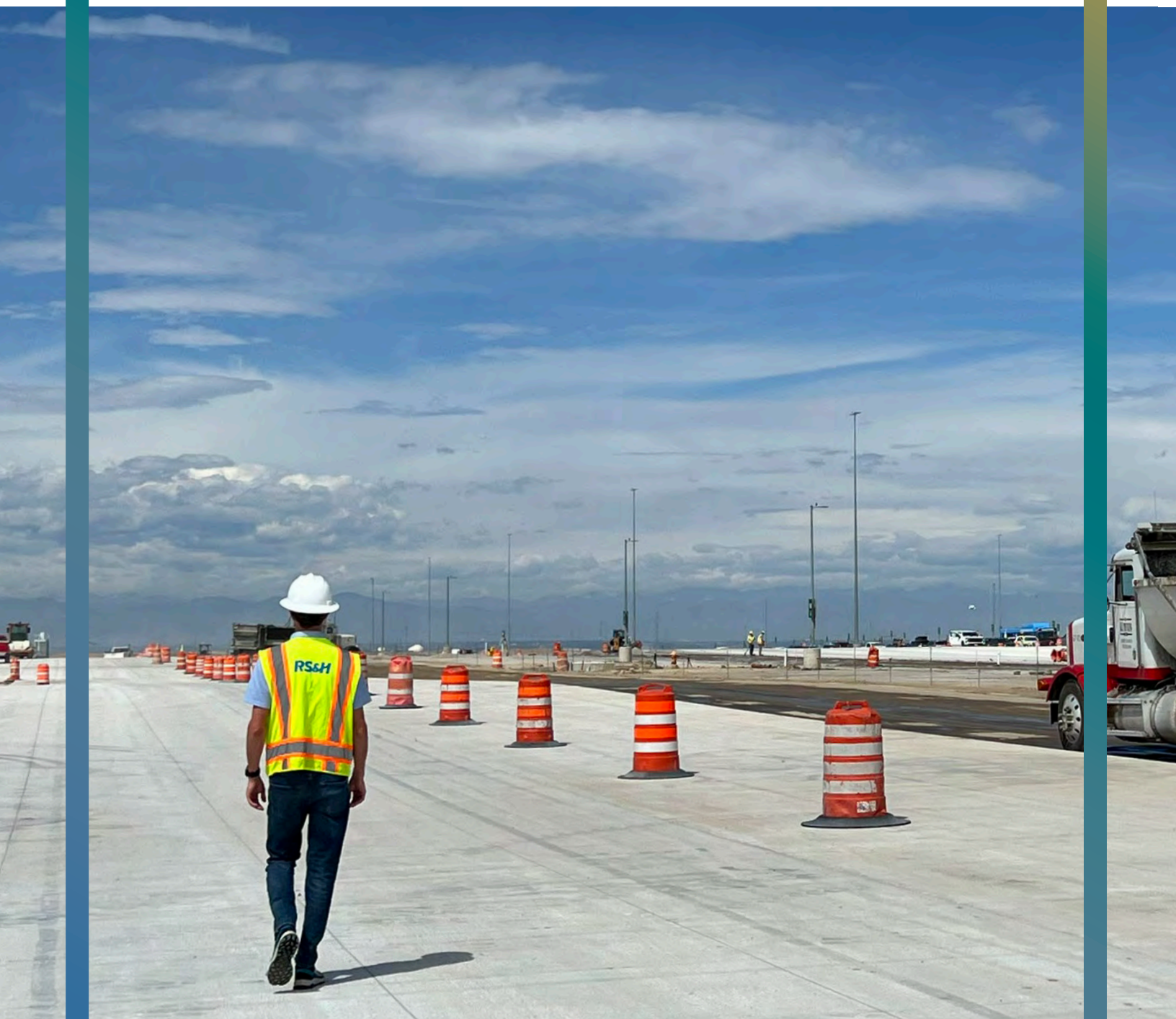




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Attachment 1 Proposal Forms

Attachment 2 DSBO Forms

Attachment 3 Exhibit B (Submitted separately)

Attachment 5 Diversity and Inclusiveness in City Solicitations

Key Personnel Resumes



September 18, 2025

4582 S Ulster St., Suite 1100
Denver, CO 80237
O 303-409-9700
rsandh.com

DeAnne Barker, Contract Administrator
Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Peña Boulevard, Room 8810
Denver, CO 80249-6340
contract.procurement@flydenver.com

RE: RFP No. 202580614 DEN On-Call Infrastructure Design

Dear Ms. Barker and Members of the Selection Committee,

RS&H, Inc. (RS&H) is proud to have served the City and County of Denver’s Department of Aviation (City) and Denver International Airport (DEN) since 2008. The RS&H team is dedicated to providing the highest level of service and expertise on all DEN projects. **It is our goal to deliver outstanding results that advance DEN's strategic goals for Vision 100 and Operation 2045.** We are ready to continue this work and further strengthen our relationships with DEN and City staff, local agencies, and stakeholders to efficiently and sustainably grow DEN's infrastructure to support business, economic, educational, and cultural growth in our communities. Our qualifications include:

A Proven, Integrated Team with Local and National Expertise. RS&H has assembled a multi-disciplinary team with the in-house capability to support the full scope of services identified in the RFQ, including civil, structural, electrical, geotechnical, traffic, and drainage engineering, as well as surveying, permitting, cost estimating, and construction support. Our local team is backed by a national bench of aviation specialists and subconsultant partners who bring technical depth and MWBE strength aligned with DEN’s 21% participation goal. Our team has collectively delivered more than 800 airfield and landside infrastructure projects at over 200 airports—including 120+ at DEN alone. We are intimately familiar with DEN's standards, systems stakeholder coordination needs, and the operational complexity of delivering work at one of the nation’s busiest and most rapidly expanding airports.

Program Management Grounded in Experience. Leading the RS&H team is **Shannon Casner, PE**, a committed, local, and experienced Contract/Program Manager based in our Denver office. Shannon will serve as the primary point of contact for the duration of this contract. **With 15 years of experience designing and managing projects at DEN and over \$150 million in design and construction assignments**, Shannon brings a thorough understanding of the demands, requirements, and unique challenges of on-call contracts at DEN. Her collaborative leadership and institutional knowledge will provide for seamless project delivery and continued alignment with DEN’s strategic goals.

Elevating our MWBE Partners. We have a corporate culture and commitment to elevating our MWBE teaming partners and provide them with meaningful assignments and to truly mentor them to achieve success and expand their experience at DEN. **We have an excellent track record with exceeding goals on DEN projects with \$3.86M of work paid to our DEN MWBE partners.**



DEN On-Call Contract History

- 120+ Projects**
- 2009 Airfield
 - 2017 Airfield
 - 2020 Airside/Landside
 - 2023 Landside
 - 2024 Airside

Why Choose RS&H

Efficient and Cost-Effective Team

167 On-Call Contracts at Airports Nationwide

Proven Approach to On-Call Contracts at Large Hub Airports

Dedicated Local Contract/Program Manager, Shannon Casner, PE

Committed MWBE Partnership to Meet and Exceed Goals



Exhibit F

Subconsultants	MWBE
Aeris Engineering (Aeris)	
Argus Companies, Inc. (Argus)	
Basis Partners (Basis)	
Clanton & Associates, Inc. (Clanton)	
Geocal, Inc. (Geocal)	
Goodbee & Associates, Inc. (Goodbee)	
Granite Engineering Group (GEG)	
HCL Engineering & Surveying, LLC (HCL)	
IronStride Solutions (IronStride)	
MDS Engineering (MDS)	
Ninyo & Moore	
PK Electrical, Inc. (PK)	
Rammah Design, LLC (Rammah)	
San Engineering (San)	
Shrewsberry & Associates (Shrewsberry)	
Smoky Hill Engineering, LLC (Smoky Hill)	
SurvWest	
Terracon Consultants (Terracon)	
TRACE Consulting (TRACE)	
105 West, Inc. (105 West)	
West Coast Civil (WCC)	

Full-Service Capabilities. As a leader in aviation, RS&H has provided professional consultant services for more than 80 years and currently serves more than 200 airports nationwide. Our Denver aviation team has worked extensively at DEN, and we are currently serving as a prime consultant on the Airside On-Call Engineering, On-Call Landside Civil Design Services, On-Call Airport Planning Services, and On-Call Architectural and Engineering Design Services contracts, in addition to leading multiple individual projects at DEN. **The RS&H team is excited and ready to continue work immediately.** RS&H's work at DEN continues to demonstrate our commitment to providing accurate, dependable services, and improving the durability, reliability, predictability, and maintenance of DEN's existing infrastructure, while increasing its growth efficiently and responsibly to meet strategic goals.

Employee Owned. Our leadership has a commitment to maintaining employee owners. Employee ownership at RS&H is about **building and sustaining a rewarding environment** for the associates of today and for generations of owners in the future. Working together as owners, we align our decision-making with the firm's values and goals and motivate each other to improve performance in all areas. Our focus with our clients is about commitment and care, not about gains for a publicly traded company.



Statement Committing the Availability of the Key Personnel.

RS&H commits to the 100% availability of proposed key personnel, identified in Section 6 of the RFP, to perform the work for the duration of the contract term. This local team will serve as an extension of Airport staff and will respond to DEN requests as a priority client.

RS&H is committed to keeping DEN and its infrastructure safe, reliable, and sustainable by collaborating with DEN to provide innovative and cost-effective solutions and services. As the representative authorized to sign an agreement with the City and County of Denver, I thank you for the opportunity to submit our qualifications.

If you have questions, please feel free to contact Shannon Casner at 303-409-7919 or Shannon.Casner@rsandh.com, or myself at 303-409-7970 or Broutin.Sherrill@rsandh.com.

Sincerely,

Broutin Sherrill, PE, LEED AP BD+C
Senior Vice President | Principal-in-Charge

1 Cost Effectiveness



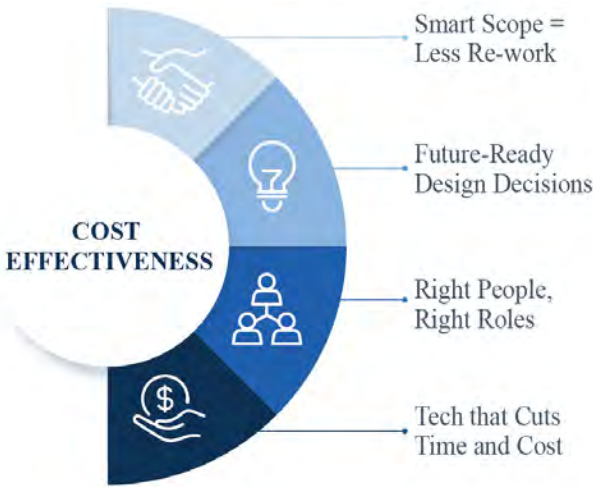
Pikes Peak Parking Lot white topping demonstration — improving pavement performance and extending service life.

RS&H

1. Cost Effectiveness

A. Team Philosophy on Cost-Effectiveness and Efficiency

Our philosophy centers on delivering technically sound, constructable solutions that minimize lifecycle costs, reduce operational disruptions, and align with DEN’s long-term strategic goals. Cost-effectiveness is embedded at every phase—from early scoping to final deliverables—through disciplined project management, phased constructability reviews, and proactive stakeholder engagement. A cost effectiveness and efficiency focus will continue through each project, as proposed Program Manager Shannon Casner will allocate proper resources and use our teaming partners and staff at appropriate experience levels for a cost-effective approach.



We emphasize:

-  **Smart Scope = Less Re-Work:** Clear scopes and early stakeholder alignment reduce change orders and design revisions.
-  **Future-Ready Design Decisions:** We prioritize durability and lifecycle savings—designing it right the first time to avoid future rework, change orders, or operational headaches.
-  **Right People, Right Roles:** Lean, experienced teams matched to each task—no fluff, no overstaffing—with scalable resources and local responsiveness.
-  **Tech that Cuts Time and Cost:** LiDAR, GIS, Civil 3D, and BIM help reduce hours, streamline coordination, and deliver contractor-ready designs faster.

B. Meeting Budget Without Compromising Quality

We bring a proven track record of delivering complex DEN projects on time and within budget, and without sacrificing performance or durability. Our approach is rooted in precision, accountability, and proactive coordination:

- Task-level work breakdown structures that allow for detailed scope definition, progress tracking, and real-time budget monitoring—ensuring transparency and early identification of any cost variances.
- Accurate, data-driven estimates informed by recent DEN projects, as well as national benchmarking of construction costs and production rates. This enables realistic forecasting and efficient resource allocation.
- Robust in-house QA/QC and constructability reviews throughout the design process to validate assumptions, reduce reliance on excessive contingencies, and avoid costly redesign during later stages or construction.
- Lessons learned from 120+ projects at DEN including multiple on-call contracts equip our team to anticipate recurring coordination challenges—such as utility crossings, gate access constraints, and permit timelines—before they become budget or schedule risks.

Our design approach focuses on long-term value, not just short-term savings:

- A future-ready mindset, identifying opportunities to reuse or adapt existing infrastructure (e.g., utilities or foundations) when it aligns with DEN’s long-term goals for resilience, maintainability, and lifecycle cost optimization.
- Smart phasing and sequencing to reduce unnecessary mobilizations, shorten construction durations, and avoid disruptions to operations.
- Early and ongoing collaboration with DEN Planning, Utilities, and other stakeholders to avoid redundant efforts and ensure scope alignment—maximizing the value of each task order.

Exhibit F

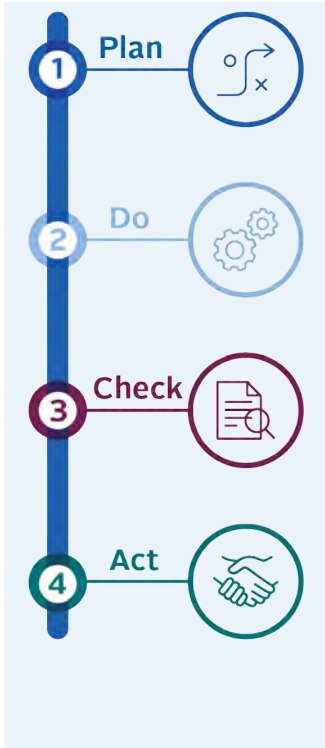
Quality Control and Error Minimization

A. Quality Control Approach

Our philosophy centers on delivering technically sound, constructible solutions that minimize lifecycle costs, reduce operational disruptions, and align with DEN’s long-term strategic goals. Our strategies to minimize errors are rooted in correct project scoping and our Quality Control Program.

Quality Control (QC) will be practiced at multiple levels during the DEN project process. Overall QC review is accomplished by a variety of evaluations that focus on discipline-specific and interdisciplinary coordination, independent peer analysis, constructability, and value engineering.

The RS&H team will apply its proven, formal Quality Management (QM) process for final coordination of documents at each project phase for this contract. The RS&H QM process consists of planning plus three components: Quality Control (QC), Quality Assurance (QA), and Quality Auditing. Quality is a multi-step process that includes development and review of deliverables, concurrence with any prior review comments and incorporation of those that require action, verification that incorporation or disposition of comments occurred correctly, and archiving QC documentation within project files.



Step 1: Plan - Creation of a project-specific Project Management Plan (PMP). This plan defines the project goals and objectives, as described in Section 4, Proposed Work Plan and Approach.

Step 2: Do (Quality Control) - “Do” is the QC portion of our pledge to deliver quality design documents to you. It’s a simple yet extensive process with proven results. Each of these steps share commonalities that include a color-coded electronic review process.

- › Iterative Process and Responsibility that every team member takes every day
- › Detailed Document Checking (Project Managers/Discipline Leads)
- › Independent QC Reviews by Senior Experienced Staff

Step 3: Check (Quality Assurance) - “Check” is the QA aspect of our process and includes separate steps. The Project Manager is required to report monthly on the project’s schedule, financial performance, and quality control processes. Internal audits are performed to verify that the Plan and Do processes have been followed and documented in accordance with our policy.

Step 4: Act (Quality Auditing) - “Act” or Quality Auditing. Like you, we expect continual improvement and as such, we consider lessons learned and new ideas for updates to our QM Process.

RS&H’s approach to quality control at DEN is rooted in prevention, accountability, and cross-disciplinary coordination. Our formal Quality Management Plan (QMP) integrates QC, QA, and Quality Auditing throughout every phase of the project lifecycle—from planning and design through construction support—ensuring high-quality deliverables and minimal rework.

What sets our approach apart is early and continuous engagement across technical leads and stakeholders. This begins with internal design kickoffs that align expectations, design criteria, and prior lessons learned. Throughout the project, our teams conduct discipline-specific and cross-discipline reviews, with a dedicated QA lead tracking open comments across all design milestones.

Overall QC review is accomplished by a variety of evaluations that focus on discipline-specific and interdisciplinary coordination, independent peer analysis, constructability, and value engineering.

QUALITY IS ROOTED IN OUR CULTURE

Shannon Casner recently served on the firmwide task force to update our QMP, representing the aviation practice. Her leadership ensures DEN benefits from the most up-to-date processes and best practices.

Exhibit F

B. Strategies to Minimize Errors or Re-Work

To reduce rework and ensure constructability, we emphasize:

- Phase-specific checklists and risk-based reviews: Our checklists evolve by design stage and are informed by DEN-specific issues, including gate access constraints, utility conflicts, and stakeholder coordination patterns we’ve encountered on 120+ DEN projects.
- Independent peer reviews: Senior engineers not involved in the design conduct independent checks with a focus on constructability, clarity, and field coordination. This reduces change orders during construction and minimizes RFI volume.
- Constructability reviews with contractor input: Especially for high-risk phasing or utility relocations, we welcome early input from construction stakeholders to confirm assumptions and avoid future revisions.
- Proactive field investigations and data collection: We use early field investigations, including nondestructive and selective destructive testing, to uncover hidden constraints and verify conditions before design is finalized. Where beneficial, we also employ LiDAR collection and other advanced survey technologies to capture detailed site data, enabling more accurate utility coordination and conflict resolution.
- Feedback from DEN Maintenance and Operations: We integrate end-user preferences and lessons learned from recent task orders to address long-term maintainability and avoid repeating past issues.
- BIM coordination and model-based checks: To further reduce clashes and coordination issues, we leverage 3D modeling and clash detection for utility coordination and spatial verification in constrained environments.
- Documentation and traceability: All QC efforts—including redline markups, responses, and resolutions—are documented and stored for full traceability and accountability.

This layered and proactive approach allows us to minimize costly rework, improve efficiency across disciplines, and ensure consistent delivery of quality designs that align with DEN’s long-term operational goals.

C. How Subconsultants Will Adhere to Our Quality Control Philosophy

RS&H applies a structured, proactive approach to managing subconsultants—built around clear expectations, consistent communication, and quality accountability. All subconsultants are formally onboarded with detailed guidance on RS&H’s Quality Management Plan (QMP) This includes expectations for coordination, deliverable standards, and participation in task-specific checklists and full QC reviews prior to submittals.

Integrating Subconsultants into RS&H’s QC Process



Integration

Subconsultants are included in coordination meetings, charrettes, and QA/QC milestones to promote alignment and avoid siloed work



Right-Sizing Workload

We assign scopes that match subconsultant capacity and provide in-house support when needed to maintain quality and schedule



Ongoing Oversight

RS&H tracks performance through redline reviews, comment logs, and lessons learned to guide continuous improvement



Clear Communication

Regular feedback and two-way coordination help prevent issues and improve responsiveness

Exhibit F

Right Sizing the Team

A. Right Sizing the Team for Each Task

Staffing for projects at DEN requires more than just technical proficiency. It demands precise coordination, deep familiarity with existing infrastructure, and the ability to respond quickly to stakeholder input, field conditions, and evolving operational needs. RS&H’s team composition strategy is tailored to meet these specific demands.

We begin by breaking down each work package—such as pavement replacement, utility relocations, electrical and lighting design, drainage improvements, and phasing/operational planning—into discrete tasks. This allows us to strategically assign technical staff with direct, relevant experience to each scope area:

- › Senior Oversight who have extensive experience at DEN that will lead the team.
- › Design leads who have previously worked on various DEN task orders and understand DEN's complex environment operations, pavement design and drainage requirements.
- › Utilities coordinators who understand DEN’s mapping, permitting complexities, and design constraints.

B. Optimizing Expertise and Capabilities

To ensure cost-efficiency and avoid overstaffing, we maintain a balanced blend of senior technical oversight and production support—using senior engineers to drive decision-making and quality, while production teams handle plan development and modeling efficiently. Our Approach includes:

- › Proactive Planning: During scoping and pre-design service to anticipate project needs.
- › Scale staffing levels dynamically: With support from 1,900+ RS&H professionals nationwide, we can ramp up quickly for surge reviews or late-stage drawing production without overcommitting at the start.
- › MWBE goals and participation: Focus to ensure long-term compliance.
- › Continuously monitor and adapt: Staffing needs through weekly workplan reviews, ensuring team resources match the actual pace and scope of the task order.

C. Compliance with Contract MWBE Goals

We have historically exceeded MWBE goals on DEN on-call contracts. We will commit to meeting or exceeding the required 21% goal. We are committed to exceeding the MWBE contract goals through careful planning and task-specific allocation. Our strategy focuses on assigning MWBE partners to high-impact, high-value tasks that align with their expertise, avoiding overburdening them or increasing project costs. Our approach includes planning to exceed the goal from the start of the project rather than contracting the minimum amount to meet the goal.

We implement regular check-ins, progress reports, and milestone reviews to ensure alignment with both performance and budget goals. This proactive monitoring allows us to identify and address potential issues early, preventing surprises later in the project. If the project scope changes, we evaluate how our MWBE partners can be incorporated into the amended tasks to maintain compliance with participation goals while upholding project integrity and efficiency. This continuous assessment ensures that MWBE inclusion is maximized at every stage, in alignment with DEN’s goals.

Right Sized Team Approach

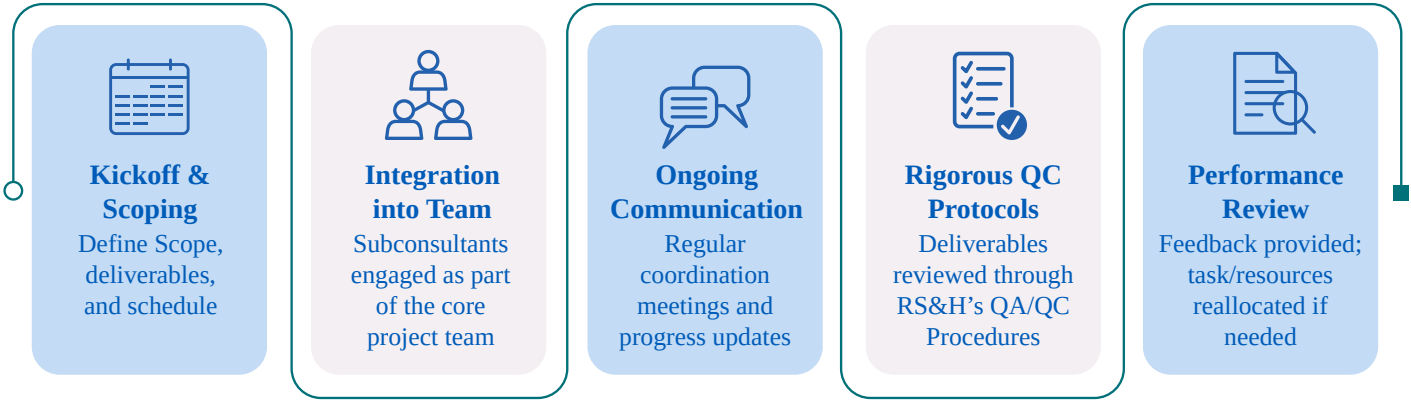


Exhibit F

Managing Subconsultants

A. Maintain Effectiveness and Quality

To effectively manage subconsultants and maintain high quality throughout the project, our team implements a structured and collaborative approach. From the beginning, we establish clear scopes of work and expectations for each subconsultant to ensure alignment with project objectives. Regular communication and coordination meetings keep everyone informed on progress, addressing any potential issues early to prevent delays. We continuously monitor subconsultant progress through updates and reports, tracking their performance against key milestones and ensuring adherence to budget and schedule. Rigorous QA/QC protocols are applied to all deliverables, maintaining consistent standards across the board. Additionally, we integrate subconsultants into the broader project team, fostering a collaborative atmosphere where they are equally invested in the project’s success. Throughout the project, we conduct performance reviews and make adjustments if necessary to ensure subconsultants meet expectations.



We provide mentoring and guidance to smaller MWBE firms, helping them navigate documentation, invoicing, and compliance requirements while maintaining schedule commitments.

Accountability and Support at Every Step: In addition to day-to-day coordination, RS&H actively supports subconsultants in meeting DEN’s priorities. Our team uses digital tracking tools to monitor progress and flag potential risks early. When needed, we adjust workloads or provide in-house support to keep deliverables on track. This proactive approach ensures that subconsultants not only deliver high-quality work for DEN but also strengthen their long-term capabilities for future projects.

	Cover Letter
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	EDI Plan
	Understanding
	Work Plan
	Personnel
	Experience
	Forms
	DSBO
	Diversity
	Resumes

2

DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)



*RS&H and TRACE leadership collaborating to
strengthen partnerships.*

RS&H

Exhibit F

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

MWBE Coordinator and Key Personnel

Shannon Casner, PE will serve as MWBE Coordinator, with direct and independent access to DSBO, the Project Manager, and executive leadership. Shannon is a seasoned professional with a proven track record managing MWBE initiatives, exceeding participation goals, and building capacity for small and disadvantaged firms.

Key responsibilities:

- Oversee MWBE compliance, tracking, and reporting.
- Ensure meaningful scopes of work are assigned to MWBEs in ways that expand their technical skills and market reach on each task order.
- Identify and resolve participation barriers early, escalating to DSBO when needed.

Past Impact: Shannon has successfully led MWBE participation on multiple DEN projects: 2020 Airside/Landside, 2023 Landside and 2024 Airside Contracts.

Supporting Shannon is our team of Project Controllers, Project Managers, and Contract Support Specialists who utilize accounting and certification management systems (e.g., B2GNow) to integrate MWBE goals into daily project delivery.

A. Equity, Diversity and Inclusion Strategies

Our strategy for maximizing MWBE utilization involves the early identification and integration of certified MWBE partners into meaningful roles. We remain nimble and flexible in team composition, often positioning MWBEs in discipline lead and project-critical roles rather than limiting involvement to specialty assignments.

Our strategy focuses on aligning MWBE scopes with both project needs and firm growth opportunities:

- Early Scope Assignment: Identify MWBE scopes during work planning, ensuring timely contract execution.
- Skill-Building Opportunities: Assign high-impact tasks such as Survey, SUE, civil design support, and structural engineering to expand MWBE technical capabilities.
- Balanced Workload: Distribute scopes to avoid overextension while maximizing participation.
- Long-Term Partnerships: Develop ongoing relationships with MWBEs for future projects and facilitate connections nationwide.

Strategies to Increase Participation of MWBE Firms

Our approach to incorporate new and existing MWBE partners includes a variety of strategies such as:

- RS&H’s FutureState Events – MWBE and small business networking for potential firms to meet RS&H leadership and project managers. We have hosted several events in Denver and multiple states since the program began in 2022.

With diverse voices,
RS&H can continue
to develop the creative
and forward-thinking
solutions necessary to
solve some of the biggest
challenges for our
communities.

KEY PERSONNEL
FOR MWBE EDI PLAN



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Robust DEI Program



Focus on supplier diversity
& strategic partnerships



\$60M in fees for our
250+ MWBE partners

Exhibit F

- DEN Meet the Primes Event in 2023-2024 – This event resulted in connections with multiple new MWBE firms for work at DEN.
- DEN Procurement Tradeshow 2025 participation to meet new firms and refresh connections.
- Active in membership associations (WTS, ACC, CAO, NWAAAE, AAAE, MOVE, CABPES, COMTO) and hold board positions.
- Leveraging connections nationally to identify new firms that are not currently working at DEN, and providing current partners new opportunities nationwide.

This contract represents an opportunity to contribute to the growth of MWBE firms from the Denver community. The MWBE firms that have partnered with RS&H to deliver this project offer the right mix of talent and depth of resources. Building the project will enhance the capabilities and resumes of these entities in ways that will support the growth of their businesses in the future.

B. Technical Assistance and Support for MWBEs

We believe that meaningful MWBE participation requires more than a contract—it requires intentional mentoring, ongoing engagement, and removal of operational barriers.

Our approach to mentoring MWBE-certified firms includes:

- Early Engagement: Identify qualified firms well in advance of contract opportunities, build relationships with their leadership, and fully understand their strengths and expertise.
- Regular Interaction: RS&H actively participates in Airport Minority Advisory Council (AMAC), serving as the organizational point of contact and supporting development of AEC workshops at the Annual Conference that advance opportunities for small business, including leadership roles and panel moderation over the last four years.
- Comprehensive Onboarding: Our DEN subconsultant onboarding process connects the right people at all levels of the team, assigns a partner/mentor for support, and provides a thoughtful review of expectations.
- Technical Coaching: We incorporate our Quality Management Plan, design standards, and project-specific requirements into initial training, coupled with technical coaching and support throughout the project lifecycle.
- Participation in small business training program: Leading Edge for Transportation and CDOT's ESB Mentor-Protégé Program.

Barrier Removal – Insurance Requirements:

Financial & Contractual Support - We understand financial barriers are often the biggest hurdle. RS&H assists with reducing those barriers through: Prompt Payment, Right Sizing Scope, and removing barriers where possible. We have found that DEN insurance requirements can be a barrier to subconsultants working on smaller task orders, where the insurance burden may not be proportional to the scope. Under the 2020 Airside/Landside On-Call, we worked with DEN Risk Management and RS&H Legal to evaluate each subconsultant's scope of work and, in some cases, accepted lower insurance requirements commensurate with the work being performed.



RS&H has hosted several FutureState events in Denver and other large RS&H office locations since the program began in 2022.

"We have thoroughly enjoyed working with the RS&H team on these projects under the leadership and mentorship of Shannon Casner, and enjoy the thorough communication and technical support she has provided as we expand into the DEN market."

- Chintan S. Jhaveri, PE, Principal, TRACE Consulting



RS&H Engineers Samantha Galan-Solis and Shannon Casner attend DEN Procurement Tradeshow to network with new and existing partners.

Exhibit F

A recent example involved TRACE Consulting, whose scope included development of erosion control plans and erosoin control permitting. The full insurance requirements—designed for scopes involving airfield driving—would have increased TRACE’s insurance costs by \$48,000. Recognizing that airfield driving privileges were unnecessary for this work, RS&H collaborated with our legal team and DEN Risk Management to secure approval for reduced insurance limits. This adjustment allowed TRACE to participate without undue financial burden, while maintaining all safety and contractual requirements.

C. Procurement Process and Flow-Down Requirements

The RS&H team was compiled to provide a highly experienced, nimble, and flexible team. Team members were selected based on reputation, technical qualifications, and similar project experience. RS&H has established working relationships with many MWBE firms at DEN during past assignments. However, we recognize that diversifying and adding new team members will further promote equity, diversity and inclusion. We are confident that the RS&H team can provide any firm with enough guidance and training so they can be successful working at DEN.

Following receipt of a Task Order Solicitation from DEN, RS&H will review the task order to determine the services needed to execute the project and coordinate with team members for a scope and fee. RS&H will review for completeness and accuracy prior to incorporating into the overall scope and fee that will be provided to DEN.

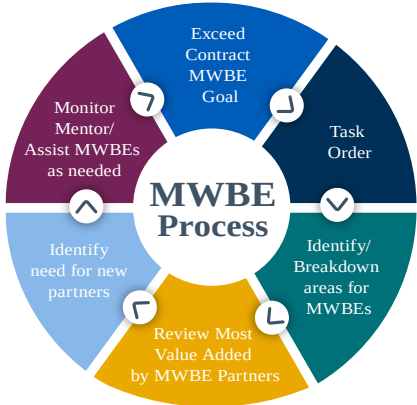
Our procurement process is structured to promote equity, transparency, and access for MWBE partners at every tier. Key principles include:

- Equity Over Price: Lowest price is not the sole deciding factor—technical qualifications, availability, and preference for new or underutilized MWBEs are considered.
- Flow-Down Compliance: MWBE requirements are embedded in all subcontracts and passed to all lower-tier agreements.
- Pre-Selection Support: Work with MWBEs before award to address potential challenges related to insurance requirements or other barriers and set them up for success.

D. Communication and Proposer Management

Effective communication and vendor management are essential to MWBE success on complex, multi-disciplinary projects. Our approach includes:

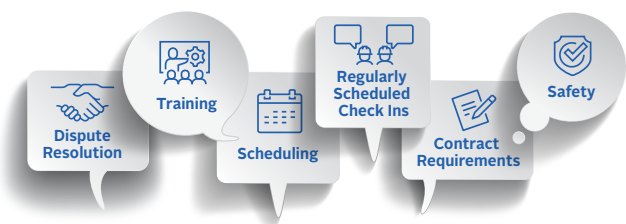
- Providing every MWBE subconsultant with a detailed Project Management Plan covering schedule, design requirements, goals, and performance criteria at the outset of every project.
- Including MWBE team members in weekly design coordination and project update meetings, fostering an environment of collective accountability and professional mentorship.
- Onboarding sessions to introduce team members to project controls, document standards, and required software platforms.
- Continuous tracking of subconsultant participation via systems such as B2GNow, supported by proactive reminders and assistance to ensure all reporting and audit requirements are met in a timely manner.
- Dedicated points of contact for compliance, support, and day-to-day coordination, ensuring no barriers impede performance or communication.
- Clear step-by-step escalation and dispute resolution protocols to address issues swiftly and collaboratively, aiming for informal resolution at the lowest effective level before progressing to formal procedures.



- ✓ Integrated Team Design Meetings
- ✓ Shared Platforms
- ✓ Transparent Expectations
- ✓ On-Going Feedback

Exhibit F

Dispute resolution is an important skill that requires transparency, honesty, and integrity. Our Standard Operating Procedures (SOPs) include proactive measures such as monitoring subconsultant progress against schedule and budget, and frequent and clear communication of expectations. When disputes occur, RS&H uses a tiered approach that attempts to resolve disputes informally before reverting to formal procedures. If resolution cannot be reached at the project team level, the dispute is elevated to the principal-in-charge for intervention. In the event an informal resolution fails, RS&H encourages third party mediation. RS&H has reviewed the DSBO and City and County of Denver ordinances and will adhere to the requirements of the program.



E. Past Performance in EDI and MWBE Promotion

We have a record of consistently meeting or exceeding MWBE participation goals on similar contracts, including prior DEN airside and landside on-call programs—often exceeding targets by five to ten percentage points. Our engagement extends beyond simply meeting contractual percentage goals:

- Longstanding relationships with over 250 MWBE firms, resulting in more than \$60 million in fees paid through on-call and project-specific contracts in the last decade.
- Mentorship arrangements, both formal (mentor-protégé) and informal (technical support and job training), that have helped small firms expand into new specialties—e.g., guiding electrical partners into airfield lighting and control design roles, enabling these firms to serve as prime consultants elsewhere.
- Proven ability to bring entirely new MWBE firms onto major projects, provide onboarding and technical training, and ensure their successful integration—demonstrated most recently with civil and electrical partners expanding their work from other states to DEN.
- Transparent, documented processes for technical upskilling, contract support (including pay, paperwork, and compliance), and marketing assistance to help MWBEs build resumes and compete for further work.

Our core philosophy is to treat MWBE partners as integral to the team, providing ongoing support that is tailored to their growth and the needs of the client. Youth Mentorship and Development with partnerships with local highschools educating and promoting STEM careers paths.

Our success lies in providing meaningful opportunities that support firm growth and sustainability. A few examples include:

TRACE: Introduced through RS&H’s FutureState networking events, TRACE began working with us at DEN in 2020. Since then, we have expanded their participation into multiple DEN projects and helped them extend their footprint to Dallas/Fort Worth International Airport. TRACE has grown its technical portfolio and capacity through this partnership.

Smoky Hill: First connected through our outreach efforts, Smoky Hill has since been integrated into the DEN Taxiway L project and is gaining both visibility and technical experience in large-scale aviation infrastructure projects.

Expanding Opportunities for Emerging MWBEs: RS&H is committed to expanding DEN’s pipeline of capable MWBE partners by engaging both established firms and emerging small businesses. Our team includes newer teaming partners who will gain valuable DEN project experience with RS&H’s guidance and mentorship.

Aeris: A new MWBE firm with recent airfield design experience at DEN. This will be their first opportunity as a design subconsultant on DEN assignments, and RS&H is committed to supporting their growth and integration into the on-call program.

RS&H’s strong history of meeting or exceeding MWBE Goals at DEN

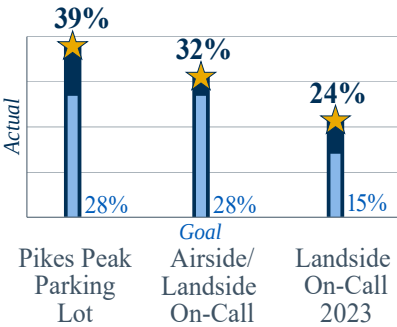


Exhibit F

Granite: An established MWBE partner with a strong track record on CDOT projects across Colorado. Granite has completed limited work at DEN and is eager to expand their resume at the airport. RS&H will leverage our experience working together to help Granite deepen their DEN portfolio.

Rammah: A certified MWBE and small business that has provided limited design services with RS&H in Oregon. As a one-person firm, Rammah represents the type of emerging partner this contract can help develop. RS&H will provide mentorship and oversight to ensure his contributions are successful while supporting his continued growth in the aviation market.

Successful Project Mentorship

RS&H embraces our MWBE partners and treats them as an extension of our own staff. In the same way we mentor and provide on-the-job training to our staff, we provide training and support to our partners. This training is often informal in the form of phone calls providing technical advice or tutorials on using new software or design aids. **These can also be formal arrangements within a mentor-protégé program.** This was demonstrated by our informal mentor-protégé relationship with PK Electrical on the **Runway 16R-34L Rehabilitation** project. PK performed electrical services that were outside their typical scope of services, allowing them to grow in an area with guidance and mentorship from RS&H.



RS&H and PK working together on-site for the Runway 16R-34L Rehabilitation project.

F. Proposer's Culture

RS&H is committed to creating a connected future where everyone can thrive. Our core values drive our efforts to cultivate an equitable environment focused on ensuring a culture of belonging. With diverse voices, RS&H can continue to develop the creative and forward-thinking solutions necessary to solve some of the biggest challenges for communities throughout the world.

One program that catapulted our EDI efforts and impact was the launch of the first employee resource group (ERG) at RS&H in 2019, the **IGNITE WOMEN'S PROFESSIONAL NETWORK**. This group provides visibility and leadership opportunities for women across the company, and promotes them in industry-related associations and local community groups. In 2020, we launched Community Conversations, a program intended to strengthen efforts based on a foundation of listening, learning, and hearing while ensuring mutual respect. The findings from Community Conversations informed strategic direction and actions for our EDI program. We rolled out a comprehensive roadmap to building ERGs for our associates, serving as the foundation for their aspirations. Today, alongside **IGNITE**, we have the **BUILT BLACK PROFESSIONAL LEADERSHIP NETWORK**, **PRISM LGBTQ+ PROFESSIONAL NETWORK** and **ELEVATE COMMUNITY GRANTS**, helping lead the charge for awareness and instill a deeper spirit of inclusion within RS&H.



We have also expanded our recruiting strategy to focus our efforts on supporting and recruiting students who attend Historically Black Colleges and Universities (HBCUs). In addition, we have invaluable relationships with Florida A&M, Prairie View A&M, and Alabama A&M universities. To bolster these efforts and uplift students at all levels of college experience, we launched the Scholars Program in 2021. In partnership with notable professional organizations, we provide scholarships and mentoring for students to thrive in a hands-on environment.

G. Future Initiatives

We have an opportunity to help communities solve pressing infrastructure challenges today and in the future. A diverse culture allows us to seek out, invite in, and design for a variety of perspectives—bringing the best ideas and most strategic solutions to the table. The foundation of our future has been laid, and we are committed to building upon it through education, training, conversation, and everyday action that instill our core values and foster a more inclusive workplace.

Cover Letter
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Experience
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DSBO
Diversity
Resumes

Exhibit F

Workforce Diversity and Development

- Recruitment: Expand outreach through diversity career fairs, partnerships with Historically Black Colleges and Universities (HBCUs), and engagement with professional organizations supporting veterans and underrepresented groups.
- Succession Planning: Strengthen mentorship and leadership development programs to prepare a diverse pipeline of future leaders.
- Training Commitment: Deliver a minimum of 80 hours of training annually in technical disciplines, quality management, and project delivery processes.

Youth Mentoring & Community Engagement

- Support STEM education through local organizations such as the Colorado Association of Black Professional Engineers & Scientists (CABPES) and local high school outreach.
- Continue investing from the RS&H Elevate Fund into Denver-area youth and community programs (recent recipients include Mile High Tree Champions and the iCan Bike Program).
- Provide staff participation in mentoring and engagement programs, such as DYAO events at Denver University.

Expanding MWBE Opportunities

- Meaningful Scopes: Increase the number of technical and leadership roles available to MWBE partners over the next five years.
- Ongoing Mentorship: Provide project-based mentorship and regular check-ins with MWBE partners, targeting new MWBE firms for focused development.
- Barrier Reduction: Review insurance requirements and adjust scopes where possible to reduce entry barriers for smaller MWBE firms.
- Capacity Building: Offer structured training and lessons learned to MWBE firms to strengthen long-term business sustainability.

Community Impact Investment

- Continue our long history of award-winning partnerships with MWBE, SBE, DBE, VBE, and other diverse businesses through mentor-protégé programs.
- Maintain and expand RS&H’s Elevate Fund, which has already provided over \$400,000 in grants to 67 organizations nationwide, including several in the Denver region.



Benefits of having an inclusive and diverse culture

2X
as likely to meet
or exceed
financial targets

3X
as likely to be
high-performing

6X
more likely to be
innovative
and agile

8X
more likely to
achieve better
business results

3 Understanding the Project



RS&H's Jorge Caraveo monitoring construction on the DEN Level 5A Roadway Rehabilitation Project.



3. Understanding the Project

A. Understanding of the Scope of Work

DEN’s on-call assignments cover a wide range of services that are essential to maintaining operations today while preparing for long-term growth under Vision 100 and Operation 2045. These task orders may include both airside and landside infrastructure such as pavement rehabilitation/reconstruction, utilities, drainage, electrical, grading, service roads, and fencing. To deliver these effectively, RS&H understands that DEN requires a team that can:

- Provide a broad scope of services across multiple disciplines.
- Respond quickly and flexibly to meet the demands of task-order procurement and compressed schedules.
- Coordinate across many stakeholders including Operations, Environmental, Planning, Utilities, and Security.
- Integrate MWBE participation meaningfully into all phases of planning, design, and construction.

DEN'S NEEDS

RAPID TASK FLEXIBILITY

BROAD SCOPE OF SERVICES

MULTI-STAKEHOLDER COORDINATION

MWBE INTEGRATION

RS&H Infrastructure Projects at DEN

Airfield Design

Taxiway CN & TL West Extension

Runway 17L-35R WHM Phase 2 All Drainage

Gates B11/B14

Concourse B West GSE Rehab

Runway 16R-34L Rehab

Runway 7-25 Shoulder Widening

Runway 7-25 Smoothness Improvements

C-East Concourse Expansion

Runway 17R-35L Rehab

Taxiway L Extension

Runway 17L-35R Drainage Improvements

Roadway & Bridge Design

Annual Landside Road Bridge 24

Gun Club Traffic Signal and Access-Post Design

Peña Phase 1B-Post Design

Level 5A Roadway Rehab

New Castle Direct Connection Ramps

Gun Club Ramp

40th Avenue UnderPass

Parking Facilities

West Economy Parking Lot Rehab Phase 2 W

South Worldport Parking Lot

Pikes Peak Parking Lot Rehab Phase 2

Utilities & Drainage

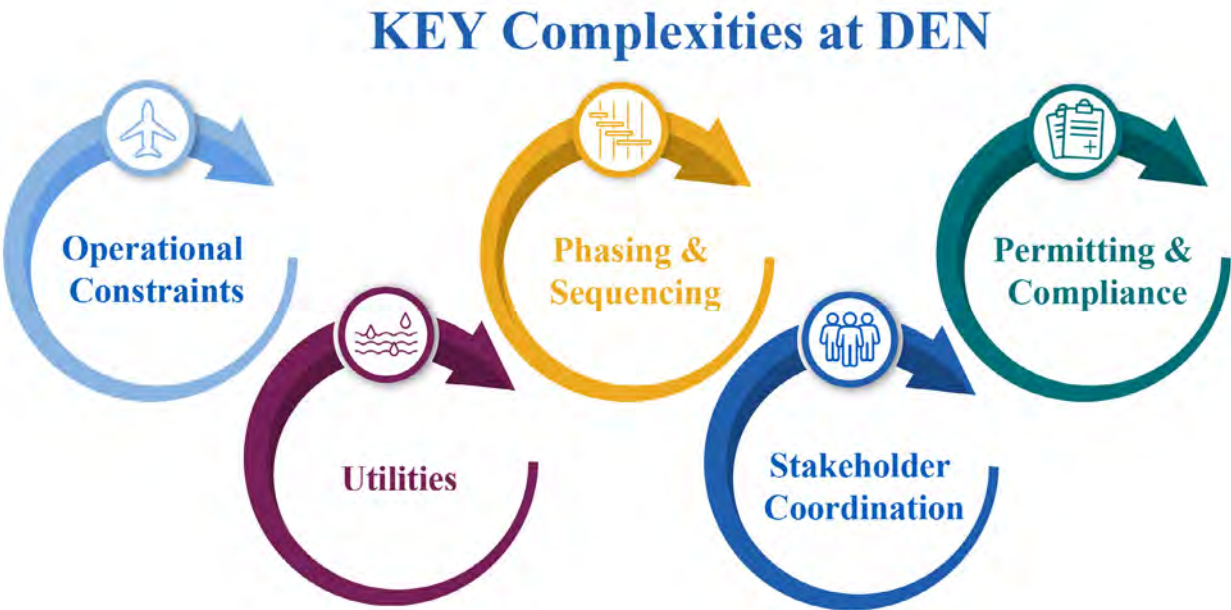
DWD Water Line Design

75th & Gun Club Site Readiness

Exhibit F

B. Complexity, Challenges, and Problems Involved in Performing SOW

DEN is a complex, multi-modal hub that moves millions of passengers each year. Maintaining a high level of passenger experience is essential, and that requires delivering seamless projects that minimize impacts. RS&H has proven experience navigating this environment, where every task order must balance technical requirements, stakeholder coordination, and operational constraints.



Operational constraints at DEN are significant. Projects often occur adjacent to active runways, taxiways, or landside roadways, requiring precise planning to maintain safety and reduce disruption. Limited construction windows—often overnight or in off-peak hours—demand proactive scheduling and detailed construction safety and phasing plans. RS&H successfully executed these strategies on the Runway 17R-35L Rehabilitation project, which required multiple phases and careful coordination with multiple airlines and the air traffic control tower to minimize operational impacts.

Phasing and sequencing present another challenge, as individual task orders frequently tie into larger DEN capital programs. RS&H approaches each project with awareness of these interdependencies, ensuring that scope and schedule align with overall program priorities and avoid downstream conflicts.

Permitting and compliance are also critical. Every project must satisfy the requirements of multiple reviewing entities including the City and County of Denver (SUDP, CCD), FAA (7460), CDPHE, and federal environmental agencies. RS&H’s familiarity with these processes, and our established relationships with reviewers, allow us to streamline approvals and keep projects on track.

Utilities are a recurring risk given DEN’s age, size, and rapid expansion. Many records are incomplete or conflicting, and conflicts can significantly impact schedule and cost. RS&H mitigates this through early Subsurface Utility Engineering (SUE), potholing, and integration of utility data into design models, ensuring contractors have accurate information during construction.

RS&H’s philosophy is to “move it once, move it right”—addressing today’s utility conflicts with foresight for future projects. On Taxiway L, relocations were planned not only for the immediate project but also with consideration of future DEN initiatives such as MOD 0, minimizing the need for repeated relocations and preserving long-term value.

Stakeholder coordination is essential to successful delivery. Each project involves a wide range of participants—from DEN Operations, Planning, and Facilities to airlines, TSA, concessions, and Denver Police. RS&H has built strong relationships with these stakeholders through past work, which helps streamline communication, anticipate key concerns, and ease the path for reviews and approvals.

Exhibit F

The South Worldport Parking lot project design included future proofing for future EV charging stations while optimizing proposed parking stalls.

Future-proofing is central to our approach. DEN’s rapid growth and evolving sustainability goals demand infrastructure that is flexible, resilient, and efficient. RS&H designs with long-term performance in mind—whether it’s designing Taxiway L utility relocation to consider future Mod 0 concourse plans or designing facilities prepared for renewable energy and electric vehicle charging. By considering future demands during design, we help DEN maximize value and minimize the risk of re-work.

Finally in addition, **compressed schedules** are a consistent challenge, particularly under DEN’s procurement timelines. RS&H has a proven track record of meeting accelerated deadlines, delivering 100% of our DEN projects on time by scaling resources as needed and drawing on our national network of technical experts.

C. Approaches and Philosophy for Dealing with Challenges

RS&H understands that challenges are inevitable on complex airport infrastructure projects. What matters most is how they are anticipated, addressed, and resolved. Our philosophy emphasizes proactive coordination, structured processes, and the use of innovative tools to keep projects on track and aligned with DEN’s priorities.

We begin with **proactive coordination**, engaging stakeholders early and maintaining clear, consistent communication throughout design and construction. By listening first and incorporating input, we prevent small concerns from escalating into costly issues.

Our **phased design approach** ensures constructability and operational requirements are integrated from the outset. At each milestone, we incorporate operational feedback and conduct constructability reviews to refine solutions and avoid redesigns late in the process.

Quality management underpins everything we deliver. Independent QA/QC reviews are tied directly to DEN reporting requirements, providing transparency and confidence in the accuracy of every submittal.

We also apply **innovation and technology** to streamline delivery. LiDAR scanning and GIS utility databases improve accuracy, while collaborative tools such as Bluebeam Studio and SharePoint accelerate review cycles, foster real-time communication, and enhance coordination among stakeholders.

Finally, RS&H emphasizes **resiliency and sustainability** in our designs. By incorporating climate considerations, sustainable practices, and flexible infrastructure solutions, we help DEN build facilities that perform today and remain adaptable to tomorrow’s needs.

This proven philosophy—centered on communication, quality, innovation, and resiliency—ensures that when challenges arise, RS&H delivers solutions that are practical, efficient, and responsive to DEN’s operational environment.

DEN Accelerated Design

Schedules Completed On-Time

Runway 16R-34L Rehabilitation

Runway 17R-35L Rehabilitation

South Worldport Parking Lot

Taxiway & Taxilane CN West Extension

West Economy Parking Lot Rehab



Cover Letter
Cost
EDI Plan
Understanding
Work Plan
Personnel
Experience
Forms
DSBO
Diversity
Resumes

Exhibit F

Experience with Challenges

RS&H brings extensive experience managing airside and landside projects at DEN, including parking lot, roadway rehabilitation, drainage improvements, and airfield design projects. This background gives us a practical understanding of how projects affect operations on both sides of the airport and how to design with those interactions in mind. We are deeply familiar with DEN standards and City and County of Denver processes, from permitting and design criteria to sustainability requirements, which allows us to streamline reviews and maintain compliance. Equally important, we understand DEN’s top priorities—safety, minimizing operational impacts, MWBE engagement, cost efficiency, and schedule reliability—and tailor our approach to deliver on each of these goals. Throughout every task order, RS&H maintains a commitment to transparent communication, providing DEN PMs with clear reporting, proactive budget tracking, and consistent coordination that ensures challenges are resolved quickly and projects advance smoothly.

At DEN, no project is without challenges. What sets RS&H apart is how we respond. **Our philosophy is built on proactive communication, technical expertise, and a collaborative problem-solving mindset that keeps projects moving forward.** We believe in addressing issues early, engaging stakeholders directly, and working transparently with DEN to reach solutions that meet operational, budget, and schedule goals.

Through continuity, scalability, inclusivity, and integration, RS&H delivers more than individual projects—we help advance DEN’s long-term operational and program goals.

- › **Integrated Engineering** team with Landside and Airside Experience
- › **Deep familiarity** with DEN standards and CCD processes (permits, design criteria, sustainability goals).
- › **Awareness of DEN’s priorities:** safety, minimizing operational impacts, MWBE engagement, cost efficiency, and schedule reliability.
- › **Commitment** to transparent communication with DEN PMs, task order reporting, and budget tracking.

DEN Project	Challenge	Our Role & Solution	Outcome
Runway 16R-34L Rehabilitation	Short Construction Duration for \$34M project	Developed alternate phasing to prioritize joint seal operations on critical pavement to accelerate opening.	On time, under budget
Gates B11/B14 Expansion	Gate Expansion project performed throughout winter	Developed best practices measures for protection of concrete throughout winter paving.	Gates opened on time
Pikes Peak Parking Lot Phase II	Ensuring white-topping durability through thoughtful design	Worked closely with ACPA to develop specs and details to improve durability of white topping pavement.	Improved product and durability of pavement with a sustainable design
Taxiway CN and Taxilane West Extension	Coordination with future DS West Expansion	Fast tracked late DEN Planning changes into construction project.	Quick coordination avoided future rework for subsequent project
RW 17L-35R Wildlife All Drainages	Early engineer's estimates exceeded budget	Design details were revised to reduce joint in the trickle channel.	Saved \$700k in construction costs by small changes in design

Cover Letter
Cost
EDI Plan
Understanding
Work Plan
Personnel
Experience
Forms
DSBO
Diversity
Resumes

4 Proposed Work Plan and Approach



Shannon Casner with DEN SVP Bill Poole on Runway 16R-34L, site visit and airport tour.

RS&H

4. Proposed Work Plan and Approach

Project Management and Organizational Approach – Our Two Tiered Approach

Overall Contract Management

RS&H’s approach to delivering this on-call contract begins with strong, consistent leadership. **Shannon, our Overall Program Manager and primary point of contact to DEN**, will oversee the contract in its entirety. In this role, Shannon is responsible for ensuring alignment with DEN’s priorities, consistency across all task orders, and quality assurance at every stage of project delivery.

Shannon’s leadership ensures DEN always has a single, accountable point of contact while giving flexibility to assemble the right technical team for each unique task order.

Task Order Delivery Approach

Once awarded a task order, RS&H employs a **structured, phased delivery approach** that emphasizes clarity, responsiveness, and accountability.

- ▶ **Task Order Project Managers** assume full responsibility for day-to-day execution, including scope, fee, staffing, and schedule control.
- ▶ **Discipline Leads** ensure technical accuracy and provide subject-matter expertise in their respective areas (civil, drainage, utilities, electrical, structural, roadway and airfield design, etc.).
- ▶ **Subconsultants and MWBE Team Members and Production Staff** are integrated into the team as needed, with clear lines of communication and accountability back to the Project Manager.

Each task order begins with a **kickoff meeting** to confirm scope, schedule, permitting, and stakeholder needs. From there, design progresses through DEN’s established phased submittal process (30%, 60%, 90%, IFC), with **constructability and operational reviews at each milestone**. This process ensures designs are not only technically sound but also buildable and aligned with DEN’s operational realities.

RS&H’s flexible staffing model allows us to **scale resources** quickly to support multiple task orders concurrently. By drawing on both our Denver-based staff and our national aviation practice, we can accelerate delivery when DEN requires compressed schedules without sacrificing quality.

Project Management and Organizational Approach

RS&H brings extensive experience managing DEN’s large on-call contracts, where success depends on disciplined workflows as much as design excellence. Our approach emphasizes control, compliance, and coordination across every task order.

Our firm is uniquely positioned to deliver both airside and landside projects under one roof. Unlike traditional approaches where an airfield-focused consultant brings in a separate landside subconsultant, our in-house team has proven expertise across the full spectrum of airport development





Exhibit F

RS&H Advantage: Proven Systems + Automation

To reduce risk for DEN, we have implemented custom automation tools, including:

- **Excel scripting** for error-free PS-B generation
- **Power Automate** workflows for filing, logging, and tracking

These innovations minimize administrative burden for both RS&H and DEN, freeing resources to focus on quality design.

Task Order Initiation & Compliance: We monitor MWBE participation, track task order budgets, and manage change orders to ensure contract-level compliance and avoid overages.

Staffing & Rate Controls: At initiation, we confirm PS-F approved staff/rates and prepare PS-B submittals when staff additions are required.

Subconsultant Coordination: We issue subcontracts with minimum insurance requirements, track participation, and coordinate with DEN when waivers or adjustments are needed. B2G reporting is updated monthly.

Invoicing & Closeout: Our structured systems ensure invoices are complete and approved the first time, reducing rework and delays.

A. Effort to Complete Work on Schedule

Schedule Agility in the DEN Procurement Environment

We recognize that DEN’s procurement framework creates unique scheduling challenges. On-call projects begin with a quick mini-bid process, and contractor procurement can take up to six months. As a result, the available time for design and permitting is often compressed.

RS&H has developed systems to thrive under these conditions:

Rapid Response “Go Team”: Dedicated staff and streamlined templates allow us to assemble subconsultant scopes, negotiate fees, and submit complete packages quickly.

Staffing Flexibility: Our Denver office is supported by a national bench of airfield and infrastructure specialists, allowing us to surge resources when solicitations arrive or when timelines shift.

Adaptability to Moving Targets: We anticipate schedule fluctuations and plan resources accordingly, so when solicitations are delayed or accelerated, our teams adjust without loss of efficiency.

Bridging Procurement Gaps: By advancing early permitting packages and agency coordination, we help DEN move forward despite the lag in contractor procurement.

This agility is one of RS&H’s competitive strengths at DEN. Our teams understand that compressed schedules are the norm, not the exception, and we have consistently delivered under these conditions.

On-Time Schedule Strategies for Design, Permitting, and Construction

RS&H anticipates risks rather than reacting to issues in the schedule from day one. We have developed strategies specifically for airside and landside environments at DEN:

Design Phase Strategies

- **Early site condition analysis** using surveys, utility potholing, and geotechnical investigations

RS&H Advantage
Proven
Systems + Automation



Exhibit F

- **Clear milestone planning** within the PMP to maintain momentum and accountability
- **Experienced staff selection** who understand FAA, DEN, and CCD requirements
- **Routine QA/QC and constructability reviews** at each milestone
- **Open communication channels** with DEN stakeholders, contractors, and regulatory agencies

Permitting Strategies

- Identify required permits and agency expectations early
- Conduct pre-application meetings with CCD and Denver Water
- Clarify submittal timelines and required documentation
- Monitor changing regulations that could affect approval processes
- Secure agency time commitments, where possible

Construction Phase Support Focus

Our role extends beyond design—RS&H actively positions projects for construction success by anticipating risks, coordinating with contractors and stakeholders, and responding rapidly to keep work on schedule and aligned with DEN operations.

Example: On the Runway 16R-34L Rehabilitation, RS&H coordinated with manufacturer Crouse-Hinds to allow DEN to issue a letter of intent, initiating the order process before contract procurement was complete. This proactive approach ensured more than 3,000 airfield lights were manufactured on time, avoiding delays to the construction schedule. We anticipated and mitigate risks early, including procurement timelines and specialty equipment needs; facilitated contractor solutions with alternatives and substitution; provided rapid responsiveness with expedited reviews and field communication before formal RFIs; and maintained field collaboration to ensure quality, compliance, and phasing around DEN operations.

B. Coordination and Integration

The success of DEN’s on-call contracts depends on effective coordination with the Airport’s many stakeholders and alignment with its broader capital improvement program. RS&H has long-standing relationships with DEN departments and external partners, which allows us to streamline communication and approvals.

- We coordinate directly with DEN Operations, Facilities, Planning, Safety and Security, airlines, concessions, and Denver Fire to ensure operational needs are understood and integrated into the design.
- We align task orders with concurrent DEN initiatives and coordinate with agencies and outside consultants to support DENs broader program goals rather than exist in isolation.
- We proactively engage with contractors during design to ensure buildability, reduce field changes, and minimize operational impacts during construction.

Through this integrated approach, RS&H helps DEN achieve seamless project execution while minimizing disruption to passengers, airlines, and operations.

Project Management Controls and Reporting Systems

RS&H applies proven project management controls that provide DEN with transparency, accountability, and confidence in every task order.

Project Management Plan (PMP): Each Project Management Plan (PMP) begins with a comprehensive Work Breakdown Structure (WBS), which that systematically breaks



PMP Key Features

- Task-Based Budgeting
- Project Burn Curve
- Earned Value Analysis
- Schedule Snapshot
- Monthly Reviews and High Level Oversight
- Project Red Flag

Exhibit F

down the total project scope into manageable components. Every task is tied directly to the schedule and budget, allowing for precise tracking of resources and deliverables. This structure ensures RS&H and DEN share a clear roadmap for scope, schedule, and budget control.

Integrated Budget and Schedule Monitoring (IBSM): RS&H employs IBSM to track performance and identify issues early. This system generates a monthly three-line graph comparing earned value, budget, and actual costs to date. By reviewing this graph regularly with the Principal-in-Charge, Broutin Sherrill, we can identify trends and proactively implement corrective actions. The result is proactive management rather than reactive problem solving.



Demonstrated Success: These tools have delivered measurable results. For example, on the Pikes Peak Parking Lot Restoration Project Phase II, RS&H successfully provided design and construction phasing services under budget and while exceeding MWBE goals by 11% for the contract—demonstrating our ability to balance cost, schedule, and inclusion priorities simultaneously.

QA/QC Integration: Independent quality reviews are embedded into the process and flow back to Shannon, ensuring all task order deliverables are consistent with DEN standards and expectations.

DEN-Compatible Reporting: All progress reports are formatted for direct use in Microsoft Excel and Word, allowing seamless integration with DEN’s systems.

Together, these methods create a disciplined management approach that gives DEN **real-time visibility** into project performance, ensures **timely course corrections**, and consistently delivers high-quality results on time **and within budget**.

We track and manage project performance using **Microsoft Project / Primavera P6** for scheduling and task management; **Bluebeam Revu** for markups, coordination, and design reviews; **Deltek** for expense tracking and financial reporting; **Autodesk Construction Cloud / PlanGrid** for collaborative document control; and **Resource Management System** for visibility into availability and workload balancing across local and national teams.

Proven Performance Under Pressure

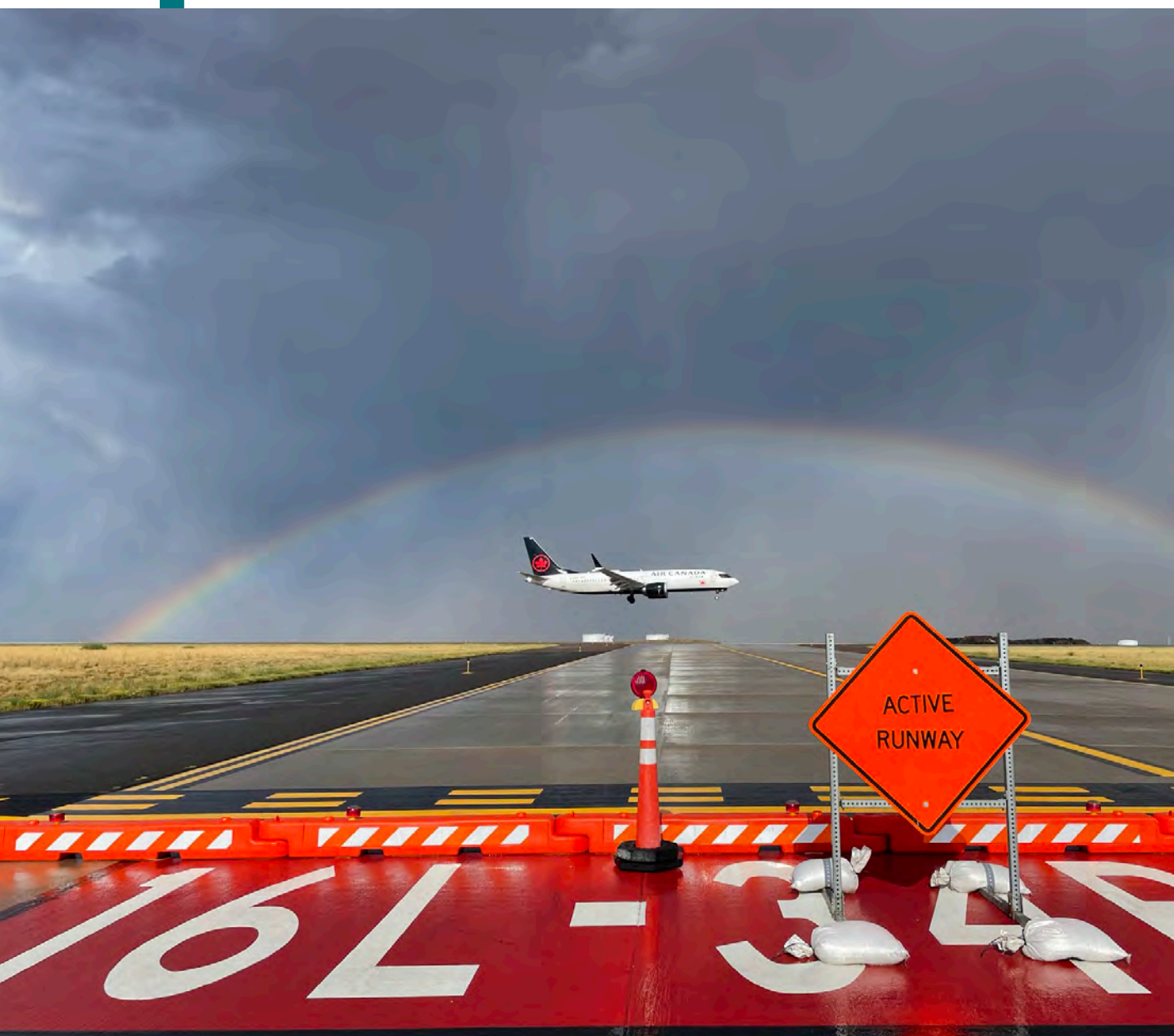
At DEN, acceleration is often necessary. We have successfully fast-tracked projects to meet funding windows and minimize operational impacts.

Example: On the Runway 17R-35L Rehabilitation, RS&H accelerated design by three months due to procurement delays. We reallocated resources, restructured the design approach, and preserved DEN's funding eligibility while meeting the construction schedule.

Our strategy for completing accelerated schedules includes:

- **Early design strategy sessions** to align goals, risks, and constraints
- **Critical path tracking** and milestone-driven reviews
- **Cross-trained staff and scalable resources** to respond to shifting demands
- **Weekly internal coordination** to evaluate effort vs. progress
- **Continuous reporting to DEN** through earned value metrics and dashboard updates

5 Key Personnel and Ability to Respond



*Runway 16R-34L Rehabilitation Project — field observation
with a rainbow in view.*

RS&H

5. Key Personnel and Ability to Respond

Exhibit F

[Link to resume](#)

 Key Personnel  Local

City and County of Denver
Denver International Airport

**PRINCIPAL-IN-CHARGE**
[Broutin Sherrill, PE, LEED AP+](#)  

**CONTRACT/ PROGRAM MANAGER**
[Shannon Casner, PE](#)  

**QUALITY CONTROL MANAGER**
[Alex McKean, PE, LEED AP](#)  

**PROJECT CONTROLS AND PROJECT MANAGEMENT**
[Chrisha Smith, PMP](#) 

TASK ORDER PROJECT MANAGERS

[Jorge Caraveo, PE](#)  

[Dylan Anderson, PE](#)  

[Mary Duke, PE, ENV SP](#)  

[Ray Cundiff, PE](#)  

[Ari Chakraborti, PE](#)  

TASK ORDER DISCIPLINES

 Airfield Design

 Roadway Design

 Bridge Design

 Parking Facilities

 Structural Engineering

 Geotechnical Investigations

 Survey & Mapping

 Construction Services

 Misc. Design

INTEGRATED ENGINEERING TEAM

Airfield Design Dylan Anderson, PE  Nicole Nasi, PE  Rachel Thompson, PE  Greg Shaw, PE ¹ Landen Yasuda, PE ⁴  Robert Rush, PE, ENV SP ³	Structural Druce Joslin, PE, NCEES John Migliaccio, PE ¹³  Demeke Ashebo, PhD, PE ¹⁴  Bridge Design Roshan Prasain, PE  John Migliaccio, PE ¹³  Mike Burke, PE  DIW System Improvements Ari Chakraborti, PE  Keith Nix, PE	Roadway Design Ray Cundiff, PE  Solveig Williams, PE  Mike Maik, PE ¹⁰  Phasing/CSPP Patrick Barcalow, PE  Shan Rammah, PE ⁵ Pavement Assessment Rob Grotefend, GISP Nur Hossain, PhD, PE ¹⁹ 	Hydraulics/Drainage Mary Duke, PE, ENV SP  Tushar Kant PE ³  Utility Design Ari Chakraborti, PE  Eric McNight, PE ²  Chintan Jhaveri, PE ¹ Mechanical/Jet Fuel John McMillin, PE Nate Spilker, PE ⁶ 	Cost Estimating/ Scheduling Bob Jones Bill Deacon Traffic/ITS Omar Venzor, PE, PTOE, RSP1  Lou Davenport, PE, PTOE ¹¹ 	Erosion Control/SWMP Greg Shaw, PE ¹ Landen Yasuda, PE ⁴  Electrical/Lighting Rob Roseman, PE, LEED AP Zack Jernigan, PE ⁷  Wayne Martin, PE ⁸ Dane Sanders, PE ⁹ 
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SPECIALTY SERVICES

Survey/SUE Ricky Erickson ¹⁰  Rob Maestas, PLS ¹⁷  Aaron Handl, PLS ¹⁶  Marina Hansen, EI ¹⁵ 	Geotechnical Analysis Nur Hossain, Ph.D, PE ¹⁹  John Haas, PE ²⁰  Serkan Sengul, PE, D.GE ¹⁸  Ming Lim, PE ²¹ 	Environmental and Sustainability Julie Barrow  Courtney Gantt, ENV SP Cassidy Nosenzo, ENV SP 	Permitting Melissa Derr, EI  Eric McKnight, PE ² 	Construction Phase Jorge Caraveo, PE  Chris Jennings ¹²  Patrick Barcalow, PE  Nick Tower, PE 	BIM/As-Builts Nick Bartlett  Ethan Sandberg, EI 
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Subconsultant Team		MWBE
Airfield, Roadways, and Parking		
1	TRACE	✓
2	West Coast Civil	✓
3	Shrewsberry	✓
4	AERIS	✓
5	Rammah Design	✓
6	Argus	
7	PK Electrical	✓
8	MDS	✓
9	Clanton	
10	HCL	✓
11	IronStride	
12	Basis	
Bridges and Structures		
13	San Engineering	✓
14	Smoky Hill	✓
Survey, Mapping and Utilities		
15	Goodbee	✓
10	HCL	✓
16	SurvWest	✓
17	105 West	✓
Geotechnical and Pavement		
18	Ninyo and Moore	
19	Geocal	✓
20	Terracon	
21	Granite	✓

Exhibit F

Subcontractor Qualifications

◆ MWBE
 ✈ DEN Experience
 ✓ Workforce Expansion
 ⓘ New RS&H DEN Team Member

Aeris | Denver, CO

Role: Civil Design Support
 Aeris specializes in airfield design and engineering solutions delivering airfield design and engineering services.



Basis | Centennial, CO

- » 10+ Project at DEN
- » 3 Projects with RS&H

Role: Construction Management
 Basis specializes in construction management and inspection services, transportation and bridge inspection.
 ✈

Geocal | Centennial, CO

Role: Geotechnical Engineering

- » 10+ Projects at DEN
- » 10+ Projects with RS&H

RS&H Projects: Rwy 17R-35L Rehab • Rwy 16R-34L Rehab • Pikes Peak Pkng Lot Ph 2 • 75th/Gun Club Site Readiness • FedEx Bldg Repairs • Peña Blvd • Twy L Ext. • Twy CN & TL Exp. **DEN Projects:** Concourse A West Exp • Concourse B East Exp



HCL | Centennial, CO

Role: Survey/SUE/Civil/Utilities/Drainage

- » 20+ Projects at DEN
- » 20+ Projects with RS&H

RS&H Projects: Gates B11, B14 • Rwy 16R-34L Rehab • FedEx Study • Level 5A Roadway Rehab • Security Guard House Repl • UAL Deicing Pkng Lot **DEN Projects:** Concourse A East Ground Loading • A & B West Concourse Exp • UAL Deicing Facility • SWA Maint Hangar • Fire Station 35 • UAL Maint Bldg



Argus | Overland Park, KS

Role: Mechanical/Jet Fuel

- » 4 Project at DEN
- » 20 Projects with RS&H

RS&H Projects: Twy CN & TL West Ext • Construct Gates B11/B14 • LAX Twy D Reloc • DFW Ramp Efficcy Pkg • CLT Ramp D/E Dual TL **DEN Projects:** Twy CN & TL West Ext • CCB Rgnl Gate Reconfig • Construct Gates B11/B14 • Twy Lima



Goodbee | Lakewood, CO

Role: Landscape Architecture /SUE /Utility Coordination

- » 6 Projects at DEN
- » 8 Projects with RS&H

RS&H Projects: 75th/Gun Club Site Readiness • Peña Blvd • I-70 Piccadilly • US 6 Interchange • I-25 & SH 7 Imp • I-25 North 2A • I-25 SH 7 to SH 66 • I-70 Bridges **DEN Projects:** 75th/Gun Club Site Readiness • Peña Blvd • Worldport Pkng Exp. • Calawba Co. Roadway • 68th Ave. Overflow Lot



IronStride | Denver, CO

Role: ITS GIS Asset Management

- » 3 Projects at DEN
- » 6 Projects with RS&H

RS&H Projects: Castle Rock Mobility Hub • Greeley MERGE • Central 70 On-Call • Lone Tree Mobility Hub • I-25 Segment 7&8 • Central 70 Express Lanes. **DEN Projects:** Smith and Sandown Bridges • BlueTOAD Travel Time Analysis • DOTI Central Signal System Replacement



Clanton | Boulder, CO

Role: Landside Lighting/Electrical

- » 100 Projects at DEN
- » 90 Projects with RS&H

RS&H Projects: DEN Landside Parking Lot Expansion, DEN Pikes Peak Parking Lot Expansion, I-70 Havana DB, I-70 Havana DB, and Peña Boulevard.



Granite | Colorado Springs, CO

Role: Geotechnical Engineering

- » 8 Projects at DEN
- » 8 Projects with RS&H

RS&H Projects: CDOT Bridge • DOCO Univ. Blvd • Douglas Trail • CDOT NPS R2 Ramps • CDOT Rock Ford Resurf. • I-25 & SH 7 Imp. R5 ADA **DEN Projects:** RTD Wall Repairs • Twy EE • Econ Parking Lot • Southwest GUB Cargo Build • Southwest Air Compactors • E. 74th Ave. Imp. • Longs Peak Pkng Lot • United Airlines RAPP



MDS | York, PA

Role: Mechanical/Electrical

- » 0 Projects at DEN
- » 0 Projects with RS&H

RS&H Projects:
 MDS is a WMBE, DBE specializing in electrical engineering and consulting services.



Exhibit F

◆ MWBE ✈ DEN Experience ✓ Workforce Expansion ⓘ New DEN Team Member

Ninyo & Moore | Centennial, CO

Role: Pavement Design/Geotechnical

» 0 Projects at DEN

» 0 Projects with RS&H

Ninyo & Moore, is a consulting firm providing services in geotechnical engineering, engineering geology, geophysics, hydrogeology, soil and materials testing, special inspection, soil and groundwater contamination assessment, site remediation, hazardous building materials, industrial hygiene, and occupational safety.

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PK | Denver, CO

Role: Airfield Electrical Design

» 80+ Projects at DEN

» 18 Projects with RS&H

RS&H Projects: Rwy 16R-34L Rehab • Security Guard House Repl • ARFF Simulator Training Repl • Twy CN & TL West Ext **DEN Projects:** TSA Security Check Point Mod • Fire Pump Fuel Fill Line Ext • Concourse C Exp • Concourse B Exp

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Rammah | Portland, OR

Role: Civil Design Support

» 0 Projects at DEN

» 2 Projects with RS&H

RS&H Projects: EUG Concourse A Rehab • EUG Runway 34R Improv.

Rammah is a Northwest Mountain Region MBE/DBE certified aviation consulting firm that specializes in bridging the gap between airport planning and airfield civil engineering services.

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San | Littleton, CO

Role: Structural Engineering

» 40 Projects at DEN

» 4+ Projects with RS&H

RS&H Projects: Rwy 17R-35L Rehab • Rwy 16R-34L Rehab • Peña Blvd Ph 1B • Landside Employee Pkng Lot **DEN Projects:** Rwy 17R-35L Rehab • Digital Experience • Terminal Impr • Rwy 16L-34R Rehab • Peña Blvd Bridge Rail Repair • Peña Blvd Ph 1B • Landside Employee Parking Lot

◆

✈

Shrewsberry | Denver, CO

Role: Landside Civil Design/ Traffic/ Erosion Control

» 28 Projects at DEN

» 5 Projects with RS&H

RS&H Projects: Rwy 17R-35L Rehab • Rwy 17L-35R Wildlife Hazard Mit Ph 1 & 2 • West Airfield Approach Signs • Aero-Industrial Plan • Taxiway CN West **DEN Projects:** Rwy 8-26 Rehab • Rwy 16L-34R Rehab • Twy EE Grading/Paving • Twy DS East • Econ Parking Lot • Twy CN/TL Ext • Rwy 17L-35R

◆

✈

Smoky Hill | Aurora, CO

Role: Structural

» 8+ Projects at DEN

» 1 Project with RS&H

RS&H Projects: Twy L Extension **DEN Projects:** Center of Equity and Excellence • Twy DS East Extension • GARDI Concourse A • Gates C40 & C42 Rehab • B East & C East Concourse Exp • Jackson Gap/78th Pkng Exp • 3D Baggage Claim Refresh

◆

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SurvWest | Greenwood Village, CO

Role: Suvery/SUE

» 8 Projects at DEN

» 4 Projects with RS&H

RS&H Projects: Twy L Ext. • CDOT 19th & Fourmile Canyon Prelim Dsn/ Final Dsn • CDOT Broadway • CDOT SH 7 Perm Repair Dsn **DEN Projects:** Canopy Survey • Longs Peak Pond Bathymetries • Peña Blvd • Libra Wingwall Recon • WorldPort Pond • Metro Water Rec.Fac. Imp.

◆

✈

✓

Terracon | Wheat Ridge, CO

Role: Geotechnical Engineering

» 160+ Projects at DEN

» 200 Projects with RS&H

RS&H Projects: Peña Blvd Ph 1 Imp • Peña Blvd D/B • Bridge 24 • Econ. Pkng Lot Rehab • 75th/Gun Club • Rwy 17L • South Worlport Pkng Lot **DEN Projects:** Peña Blvd Ph 1 Imp • Peña Blvd D/B - Addtl Borings • Landside Employee Pkng Lot Reloc • 77th Ave Geotech Borings

✈

✓

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TRACE | Phoenix, AZ

Role: Landside Civil Design

» 7 Projects at DEN

» 5+ Projects with RS&H

RS&H Projects: Twy L • Rwy 16R-34L Rehab • Level 5A Roadway Rehab • Pikes Peak Pkng Lot Rehab Ph 2 • DFW Ramp Effic Pkg **DEN Projects:** Rwy 17R-35L Rehab • Calawba Court Repurposing • Worldport Pkng Rehab

◆

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✓

Exhibit F

- ◆ MWBE ✈ DEN Experience ✓ Workforce Expansion
- 👤 New RS&H DEN Team Member

105 West | Denver, CO
Role: Survey
» 40+ Projects at DEN
» 7 Projects with RS&H
RS&H Projects: Twy L Ext. • Rwy 17R-35L Rehab • Rwy 17L Wildlife Mit • ARFF Simulator Training Repl • Peña Blvd D/B • South Worldport Parking Lot • 75th/Gun Club Waterline **DEN Projects:** Concourse C Exp • Concourse B Exp • Rwy 7-25 Rehab • Rwy 16L-34R • South Worldport Parking Lot • 75th/Gun Club Waterline

◆ ✈ ✓

WCC | Arvada, CO
Role: Civil Design Support
» 3 Projects at DEN
» 3 Projects with RS&H
RS&H Projects: New 7th Rwy • 75th/Gun Club Water Line • South Worldport Parking Lot **DEN Projects:** New 7th Rwy • 75th/Gun Club Water Line • South Worldport Parking Lot

◆ ✈ ✓

Ability to Effectively and Conveniently Perform the Scope of Work: RS&H will effectively perform the scope of work by assigning Denver-based, DEN-experienced task order project managers and skilled subject matter experts to guide our team members from scoping through design development and construction phase services. Alex, Broutin, Shannon, and proposed Task Order Managers all have DEN project experience, have relationships with DEN staff, and understand the DEN process.

Location Where Work Will be Performed: All proposed firms are local to DEN, except TRACE in Phoenix, AZ, Argus in Overland Park, KS, MDS in York, PA, and Rammah in Portland, OR.

Key Personnel Qualification: Resumes for key personnel are included at the end of this SOQ.

RS&H Team, Office Address, Number of Employees

Team Name and Office Address	Employees	Professional	Support	Local
RS&H 4582 South Ulster St., Suite 1100, Denver, CO 80237	1,900+	1,750+	150	✓
Aeris 865 Albion Street, Suite 250-18, Denver, CO 80220	3	3	0	✓
Argus 7900 College Blvd Suite 200, Overland Park, KS 66210	122	104	18	
Basis 9000 E. Nichols Avenue, Suite 215, Centennial, CO 80112	75	65	10	✓
Clanton 4699 Nautilus Ct South, Boulder, CO 80301	24	20	4	✓
Geocal 7290 South Fraser St., Centennial, CO 80112	50	47	3	✓
Goodbee 1658 Cole Blvd. Suite 140, Lakewood, CO 80401	30	24	6	✓
Granite 3927 Van Teylingen Drive, Colorado Springs, CO 80917	39	36	3	✓
HCL 5975 S Quebec St., Suite 200, Centennial, CO 80111	47	40	7	✓
IronStride 2000 S Colorado Blvd., Suite 975, Denver, CO 80222	21	19	2	✓
MDS 1320 Copper Beech Drive, York, PA 17403	7	6	1	
Ninyo & Moore 49707 East Easter Lane, Centennial, CO 80112	500	445	55	✓
PK 4601 DTC Blvd., Suite 740, Denver, CO 80237	50	43	7	✓
Rammah 6230 SE Boise St., Portland, OR	1	1	0	
San 1150 W. Littleton Blvd., Littleton, CO 80120	14	11	3	✓
Shrewsberry 2696 S. Colorado Blvd., #460, Denver, CO 80222	103	86	17	✓
Smoky Hill 6105 S. Main Street, Suite 200, Aurora, CO 80016	12	9	3	✓
SurvWest 8400 E. Crescent Pkwy, # 410, Greenwood Village, CO 80111	27	18	9	✓
Terracon 10625 W I70 Frontage Rd., N Wheat Ridge, CO 80033	100	92	8	✓
TRACE 1201 East Jefferson St., Suite 3, Phoenix, AZ 85034 <i>*planning on future Denver office</i>	28	7	21	
105 West 4201 E. Yale Ave., Suite 230, Denver, CO 80222	12	4	8	✓
WCC 6870 W 52nd Ave., Suite 225, Arvada, CO 80002	29	12	17	✓

6

Company Experience and Qualifications



*Celebrating RS&H's recognition as WTS Colorado 2024
Employer of the Year.*

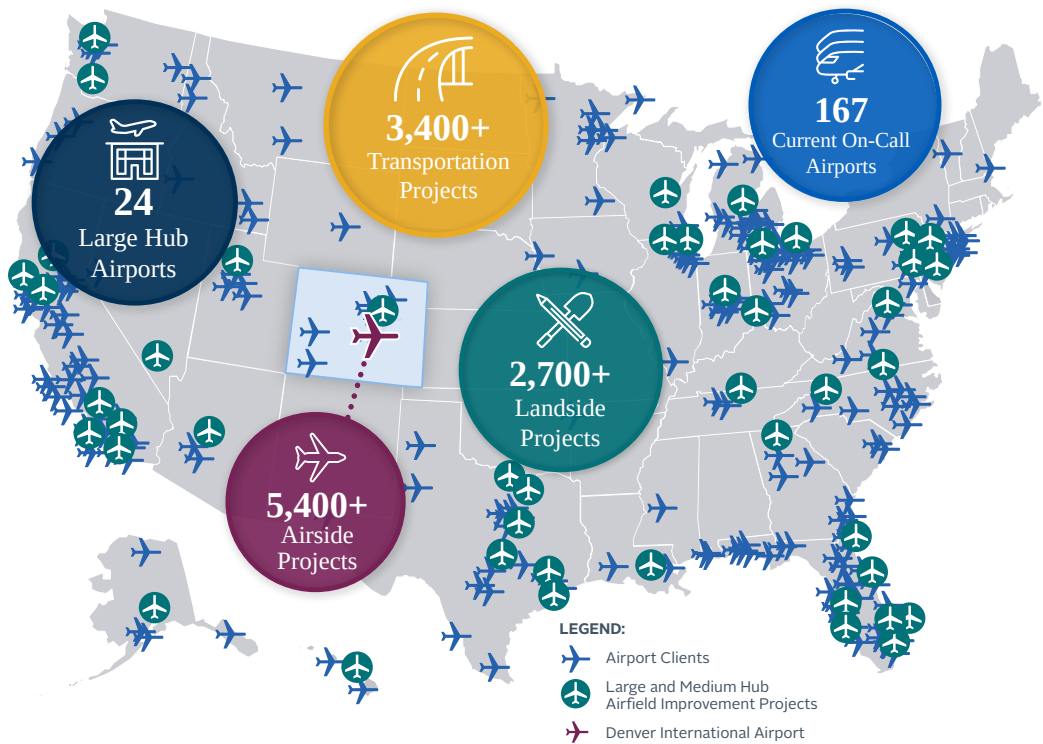


6. Company Experience and Qualifications

Previous Experience

National On-Call Experience

RS&H has delivered thousands of on-call task orders at large-hub airports and state agencies nationwide. Our work spans airfield pavements, roadways, parking, stormwater, utilities, bridges and structural design—providing the same services DEN anticipates under this contract.



Trusted On-Call Partner to DEN since 2009

120+ Task Orders Delivered	Over \$3.3M to our Teaming Partners	16 Years On-Call Service	 Exceeded MWBE Contracts Goals
Our Methodology • Rapid mobilization for DEN mini-bids and tight schedules • Integrated team with discipline leads and MWBE partners from day one • Proactive coordination with DEN departments, airlines, and agencies	Lessons Learned • Starting permitting early at DEN streamlines approvals and reduces schedule risk • Concise, decision-ready submittals speed DEN reviews and keep projects moving • Exceeding MWBE goals at the outset ensures compliance despite project changes	Typical Challenges • Compressed design and construction windows • Multiple stakeholder priorities and operational constraints • Security and access logistics within the airfield environment	Client Assistance Needed • Defined stakeholder contacts, with DEN support to involve needed parties • Access to DEN standards, GIS, and records at project start • Awareness of nearby or upcoming projects needing design/construction coordination

On-Call Airside/Landside Engineering Services

Exhibit F



Pikes Peak Parking Restoration, Phase II
Denver International Airport

Owner Name and Address:
City and County of Denver
8500 Peña Boulevard, Denver, CO 80249
Contact Person: Irene St.Martin, Airfield Supervisor
303-342-4429 | irene.st.martin@flydenver.com

Project Description: Delivered under DEN’s Airside/Landside On-Call Engineering Services Contract, RS&H led the design for Phase II of the Pikes Peak Parking Restoration. The project included concrete overlay of existing asphalt pavement, reconstruction of bus lanes, resetting shuttle islands and stops, and traffic control/stakeholder coordination.
Contract Value: \$13M **Scope of Work:** Parking Facilities, Roadway Design, Pavement Restoration, Shuttle Stop Improvements, Bus Lane Reconstruction, Traffic Control, Stakeholder Coordination, Construction Phase Services
Location: DEN, Denver, CO. **Subcontractors and % of Work:** (\$260k; TRACE 18%; HCL 11%; Clanton 5%; Geocal 1%) **Gross Fees:** \$670K **Outcome/Result:** RS&H delivered a design that maximized the useful life of the Pikes Peak facility while improving shuttle efficiency and passenger flow. During design and construction, RS&H engaged with the American Concrete Pavement Association (ACPA) to apply white topping best practices. When early cracking was observed, RS&H and ACPA worked with the contractor to implement adjustments such as early joint sawing and cooling the existing asphalt with water prior to paving. These measures eliminated the potential for widespread cracking and improved long-term pavement performance. Close coordination with stakeholders ensured traffic control and shuttle operations were maintained during construction, minimizing impacts to passengers and airport operations.



Level 5A Roadway Rehabilitation
Denver International Airport

Owner Name and Address:
City and County of Denver
8500 Peña Boulevard, Denver, CO 80249
Contact: Bryan St.Martin, PE, Engineer
303-342-4552 | bryan.st.martin@flydenver.com

Project Description: Delivered under our Airside/Landside On-Call Engineering Services Contract, RS&H provided design, bidding, and construction administration services for the rehabilitation of the Level 5A roadway section north of the Jeppesen Terminal. This roadway is critical to airport operations due to its location and heavy commercial vehicle use. The project scope addressed failing concrete pavement, traffic control planning, vehicle routing, stakeholder coordination, and specialty structural evaluation to assess potential waterproofing membrane failure inside the terminal.
Contract Value: \$2.9M; **Scope of Work:** Roadway Design, Bridge Design, Structural Engineering, Pavement Rehabilitation, Traffic Control and Phasing Plans, Structural evaluation inside terminal for waterproofing membrane issues, Stakeholder Engagement and Coordination, and Construction Phase Services. **Location:** DEN, Denver, CO; **Subcontractors and % of Work:** (\$80K) TRACE 11%; HCL 14%) **Gross Fees:** \$320K; **Outcome/Result:** RS&H coordinated extensively with DEN stakeholders including Emergency Response, Customs, and Shuttle Operators to develop workable phasing and traffic control plans that kept terminal operations running smoothly during construction. Following construction, RS&H proactively investigated reports of water infiltration into the terminal basement. Working with a leak detection specialist, the team identified a small hole in the adjacent building wall as the source, ensuring that DEN could address the issue quickly and prevent further impacts. The project restored a critical terminal roadway on schedule while also safeguarding DEN’s long-term facility performance.

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Exhibit F



Taxiway & Taxilane CN West Extension
Denver International Airport

Owner Name and Address:
City and County of Denver
8500 Peña Boulevard, Denver, CO 80249
Contact Person: Cole Miller, PE, Project Manager
303-342-2200 | cole.miller@flydenver.com

Project Description: Delivered under our Airside/Landside On-Call Engineering Services Contract, RS&H led the design of the Taxilane CN Extension to support future concourse development and deice pad operations. The project included new taxilane pavement, grading, drainage improvements, multiple utility relocations, and new airfield lighting/signage systems. RS&H coordinated closely with DEN, FAA, DEN Fueling and maintenance to sequence relocations and minimize operational impacts. Construction is to be completed in September 2025. **Contract Value:** \$10M **Scope of Work:** Airfield Design, Roadway Design, Structural Engineering, new taxiway alignment and pavement section design, Construction Access and Phasing, utility adjustments and protection for water line, fuel and FAA Comm, grading and drainage improvements, airfield lighting, signage and stakeholder coordinations. **Location:** DEN, Denver, CO. **Subcontractors and % of Work:** (\$301k; Argus 3%; HCL 8%; PK 10%; Shrewsbury 11%) **Gross Fees:** \$928K **Outcome/Result:** RS&H’s proactive coordination with DEN, utility stakeholders, and airline partners minimized schedule risks and supported a seamless construction phase. The design provides critical connectivity to accommodate the future DS West Expansion while improving long-term operational flexibility. During construction, RS&H collaborated closely with DEN Planning and other consultants to incorporate last-minute changes to in-pavement light cans and pavement markings, effectively future-proofing the new pavement and avoiding costly rework.



New Gates B11 and B14
Denver International Airport

Owner Name and Address:
City and County of Denver
8500 Peña Boulevard, Denver, CO 80249
Contact: Brent Nichols, PE, Senior Engineer
303-342-2656 | brent.nichols@flydenver.com

Project Description: Delivered under our A/E On-Call Engineering Services Contract, RS&H provided engineering and architectural design services for the development of two new contact gate positions on the west end of Concourse B (Gates B11 and B14). The project included 25,000 square yards of new full-strength concrete apron pavement, high-mast lighting, Emergency Fuel Shut Off (EFSO) push stations, and three new jet fuel pits. Additional scope involved modifications to the glycol loading system, EFSO duct bank, power cable improvements, trench drain extension, and drainage upgrades. Architectural services included the design of one relocated fixed walkway at Gate B16, two new fixed walkways, and installation of two new passenger boarding bridges. **Contract Value:** \$11.5M; **Scope of Work:** Airfield Design, Architectural Design, Gate Planning, Structural Engineering, construction phasing and stakeholder coordination. **Location:** DEN, Denver, CO; **Subcontractors and % of Work:** (\$19K) Argus 1%; BCER 5%; Ground Engineering 1%; HCL 2%) **Gross Fees:** \$764K; **Outcome/Result:** RS&H enabled DEN to bring two new gates online ahead of peak operational demand by delivering a constructable winter phasing plan that avoided seasonal delays. Innovative use of ground heaters and blankets allowed continuous concrete placement through freezing conditions, preventing costly schedule slips. RS&H’s proactive coordination between separate prime contractors (civil and architectural) streamlined construction sequencing and minimized conflicts. By aligning proposed and future gate layouts with DEN’s long-term expansion strategy, RS&H ensured the improvements provided immediate operational relief while supporting future growth.

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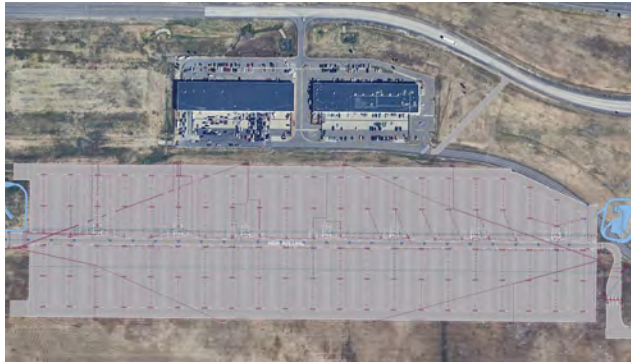
Exhibit F



Runway 16R-34L Rehabilitation
Denver International Airport

Owner Name and Address:
City and County of Denver
8500 Peña Boulevard, Denver, CO 80249
Contact: Brent Nichols, PE, Senior Engineer
303-342-2656 | brent.nichols@flydenver.com

Project Description: RS&H led the rehabilitation of DEN’s Runway 16R-34L complex, including the 16,000-foot runway, parallel taxiway, nine connectors, and four high-speed exits. The project faced aggressive schedules tied to airline agreements and the deicing season. RS&H maintained progress with rapid responses to submittals and RFIs and by deploying on-site staff to resolve contractor questions in real time. The scope included PCC panel removal and replacement, with pavement distress investigations documented using GPS. RS&H inspected 25,000 concrete panels in one weekend under limited closures, minimizing operational impacts. Work also included full replacement of airfield electrical fixtures and cabling, vault upgrades, new CCTV cameras, and relocation of power equipment and wind cones. Construction services encompassed management and observation. RS&H’s proactive coordination addressed long-lead items such as lighting fixtures and transformers, and the team tracked construction closely to ensure delivery on time and on budget. **Contract Value:** \$32.2M. **Scope of Work:** Full design services, survey, geotechnical, structural, storm drainage, construction phasing. **Location:** DEN, Denver, CO. **Subcontractors and % of Work:** (\$1.1M; AECOM 11%; Civil Technology 3%; PK 5%; Sunland 11%; Sightline 1%; San 1%; TRACE 2%; HCL 2%; Geocal 3%); **Gross Fees:** \$3.1M. **Outcome/Result:** RS&H delivered the project on schedule and within budget, meeting DEN’s critical operational deadlines. Rapid responses and innovative panel inspection methods minimized runway downtime, while proactive coordination on long-lead items prevented delays.



South Worldport Parking Lot
Denver International Airport

Owner Name and Address:
City and County of Denver
8500 Peña Boulevard, Denver, CO 80249
Contact: Alec Wiczorek, PE Engineer
303-709-3198 | alex.wiczorek@flydenver.com

Project Description: Delivered under DEN’s 2023 Landside On-Call Engineering Services Contract, RS&H led the design of the South Worldport Parking Lot to expand DEN’s landside facilities. The project added new parking capacity and shuttle circulation systems, with supporting infrastructure including two water quality ponds, a new traffic signal, utility relocations, fiber coordination, and Envision verification. EV charging readiness was incorporated to support DEN’s long-term sustainability goals. **Contract Value:** \$43M. **Scope of Work:** Parking facilities; roadway design and improvements on Jackson Gap, concrete pavement, stormwater drainage and erosion control BMPs, 12" waterline realignment with valves and hydrants, site grading and embankment, new traffic signal, sustainable design and pursuit of Envision Verification. **Location:** DEN, Denver, CO. **Subcontractors and % of Work:** (\$420K; Clanton 13%; San 4%; 105 West 5; WCC 3%) **Gross Fees:** \$1.7M. **Outcome/Result:** RS&H delivered the project under a compressed schedule, coordinating closely with DEN Operations, Parking, Environmental, and IT. Early utility investigations minimized redesign risk, and stakeholder engagement streamlined decision-making. The design incorporated sustainable site features and advanced stormwater treatment, enhancing resiliency and reducing future maintenance needs. Construction began September 2025, with substantial completion anticipated in December 2026.

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On-Call Engineering Services
Salt Lake City Department of Airports

Owner Name and Address:
Salt Lake City International Airport
776 North Terminal Drive, Salt Lake City, UT 84114
Contact: Bob Bailey, Civil Engineering Manager
801-575-2962 | bob.bailey@slcgov.com.

Project Description: RS&H has provided on-call engineering services for airside and landside improvements for the Salt Lake City Department of Airports (SLCDA) since 2007. **Challenges Overcome:** One recent on-call project is the Taxiway G Panel Replacement. This project included a detailed analysis including four options to repair the center 25-foot keel section. During the previous joint seal project for Taxiway G, RS&H observed severe panel surface distresses requiring reconstruction. This is an example of assisting SLCDA program future CIP projects based on our thorough pavement inspection services. In addition to topographical survey, our tried and tested methodology of using a straightedge revealed additional outside panels that needed to be replaced. The selected option was maintaining the 25-foot x 25-foot joint pattern, but using a 20-inch thick PCC rather than the typical 16-inch thickness. **Contract Value:** \$1.2M (On-Call, ongoing); \$191,000 (Taxiway G). **Scope of Work:** Design, CA, and RPR services for pavement rehabilitation and reconstruction; upgrades and replacement of airfield lighting and controls (including electrical vault work); site work improvements, including grading, drainage, and site utilities; SMS implementation, and environmental tasks. **Location:** SLC, Salt Lake City, UT. **Subconsultants and Percentage of Work:** LEAN (37.0%); Meridian Engineering (4.0%); RB&G (SLCDA On-Call Geotechnical, separate contract); **Gross Fees:** \$191,000 (Taxiway G); **Outcome/Result:** This project was a success, delivered on-time and within budget with limited impact to operations. SLCDA has relied heavily upon the efficiency that comes from RS&H in-house engineers, planners, and environmentalists collaborating through project details together.



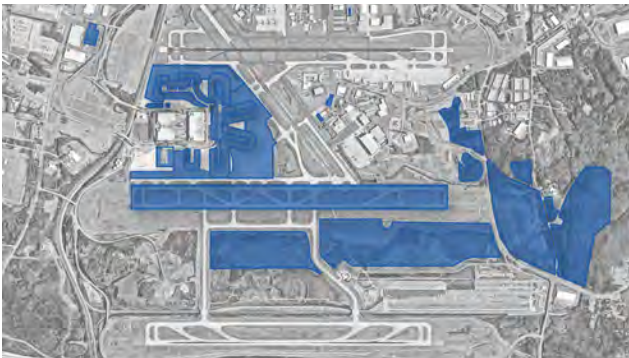
On-Call Engineering/Consulting Services
Dallas/Fort Worth Airport

Owner Name and Address:
Dallas/Fort Worth Airport Board, 3003 South Service Road,
DFW, TX 75261
Contact: Dillon Pettyjohn, Assistant Vice President of
Planning 972-973-2524 | dpettyjohn@dfwairport.com

Project Description: The Dallas/Fort Worth Airport Board recently selected RS&H for its fourth Civil Design and Design Management contract since 2017. **Challenges Overcome:** The Runway 18R-36L Rehabilitation project is a good representation of the project challenges occurred at DFW. Closing this major facility for construction required substantial planning, coordination, and communication. Eighteen meetings (in addition to the numerous design meetings) were conducted for the sole purpose of creating a construction phasing plan that facilitated the safe operation of aircraft and minimal operational impacts. The result was seven major phases of construction, including isolating large portions of the project to temporarily take place outside the AOA, with numerous minor phases to facilitate enabling work. **Contract Value:** \$22.5M (Initial agreement) **Scope of Work:** The contracts include both airside and landside related tasks, and we have provided full-service capabilities, including engineering and architectural design, planning, and environmental services for a variety of projects. **Location:** DFW, Dallas, TX **Subconsultants and Percentage of Work:** Ferguson Consulting (8.8%); CRIADO and Associates (4.6%); 2M Associates (3.4%); CP&Y (5.4%); Project Management Associates (11.9%); Alliance Geotechnical Group (1.6%); Transtec Group (3.5%); RDM International (0.5%), Moye I. T. Consulting (0.2%); Arias Geoprofessionals (1.3%); SE3 (0.7%). **Outcome/Result:** RS&H is a trusted partner to DFW and our team serves as an extension of their staff, assuring continuity of services and successful completion of all projects. As evidence, DFW awarded RS&H as 2021 Designer of the Year and the Runway 18R-36L Rehabilitation project as 2021 Project of the Year. **Gross Fees:** \$22.15M (Initial agreement)

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On-Call Engineering Services
Charlotte Douglas International Airport

Owner Name and Address:
City of Charlotte Aviation
5601 Wilkinson Blvd., Charlotte, NC 28208
Contact: Sierra Heaton, PE, CM
Engineering Program Manager
704-359-4000 | sierra.heaton@cltairport.com

Project Description: Since 2017, RS&H has served as the prime consultant for the on-call civil engineering contract and trusted with other stand-alone projects, such as the New Fourth Parallel Runway and West Ramp Dual Taxilanes. **Challenges Overcome:** During the Ramp D/E Dual Taxilanes project, RS&H's local airfield engineering staff coordinated the design, bidding, and construction administration of two bid packages to relocate gates, install fixed walkways, and expand apron pavement to accommodate dual taxilane flow. **Contract Value:** \$1.6M (2020-2023 On-Call) **Scope of Work:** RS&H has performed a wide variety of project types, from project definition documents (PDD) and concept studies to design-bid-build projects involving design and construction administration. RS&H has also executed specialized projects that allow CLT to call upon our specialty aviation experts as an extension of staff. At any one time, there are 10 to 15 projects occurring simultaneously, and we have successfully performed services for 70+ projects at CLT. **Location:** CLT, Charlotte, NC. **Subconsultants and Percentage of Work:** CES Group Engineers (1.1%); Connico (1.8%); McGuiness Unlimited (1.5%); Milhouse Engineering & Construction (1.5%); On-Spec Engineering (2.0%); Faith Group (0.7%). **Gross Fees:** \$1.5M **Outcome/Result:** RS&H staff worked closely with the contractor and CLT staff in the field to coordinate final striping to ensure an on time opening. The project was delivered on budget and to the satisfaction of CLT and the airline tenant.



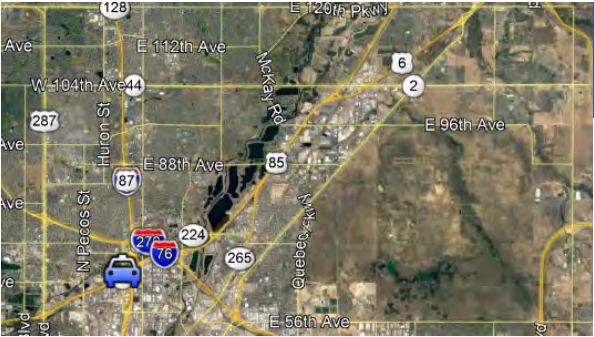
On-Call Engineering Services
Hartsfield-Jackson Atlanta
International Airport

Owner Name and Address:
City of Atlanta Department of Aviation, 6000 North Terminal
Parkway Atlanta, GA 30320
Contact: Daniel Molloy, A.A.E.
Retired Assistant General Manager, Department of Aviation
407-897-5354 | dan.molloy@rwbblockconsulting.com

Project Description: RS&H is the lead aviation consultant providing on-call services to ATL as part of a joint venture team under a five-year Indefinite Delivery Indefinite Quantity (IDIQ) contract. **Challenges Overcome:** One of the first tasks under the IDIQ was the South Deicing Complex, which provides a new deicing facility on the south side of the airfield, capable of accommodating a variety of aircraft sizes, quantities, and capable of maximizing ATL's operational capacity during the winter months. ATL was given a goal by airline stakeholders of zero canceled flights due to a deicing event. RS&H developed a plan that provides flexibility for simultaneous deicing of five Group V or ten Group III aircraft. The facility's design had to facilitate access for aircraft during deicing while simultaneously allowing aircraft to reach the cargo facility for normal 24/7 operations. **Contract Value:** \$19.5M (On-Call) **Scope of Work:** This contract includes all aspects of airport engineering design services, including major airfield work at one of the world's busiest airports. **Location:** ATL, Atlanta, GA. **Subconsultants and Percentage of Work:** BenchMark Management (19.4%); SEI Engineering (12.6%); AECOM (11.5%); Willmer Engineering (2.7%); Wendel Architecture (5.7%); CAD Concepts (1.2%); Sykes Consulting (1.4%); UtiliSurvey (0.6%); Kimley-Horn (0.3%); Milhouse Engineering & Construction (1.7%). **Gross Fees:** \$8.1M. **Outcome/Result:** RS&H led an 11-firm team of more than 200 contributing members to successfully complete the South Deicing Complex. More than 100 RS&H associates were brought in as added resources to ensure this project exceeded ATL's goals. The project was selected as a 2023 Airport Business Project of the Year.

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On-Call Services
CDOT Statewide

Owner Name and Address:
Colorado Department of Transportation
590 W. 11th Street, Greeley, CO 80634
Contact: Louis Keen, Resident Engineer
970-506-4954 | louis.keen@state.co.us

Project Description: RS&H has provided engineering services for the CDOT since 2005 and has completed over 345 projects, including the I-76 Concrete Panel Replacement. This project was accomplished by identifying and replacing damaged concrete pavement panels. Panels in both the eastbound and westbound lanes would be replaced, and grinding of need concrete panels were completed on selected existing concrete panels at select location. Approximately 530 concrete panels were replaced as part of this project. **Contract Value:** \$2M for I-76 Concrete Panel Project **Scope of Work:** Civil Design, Roadways, Highway, and Freeway Design, Hydraulic and Stormwater Design, Traffic Studies, Electrical, Work Zone Traffic Control, Cost Estimates, Specifications, Field Survey, Project Scoping, Pavement Evaluation **Location:** Greeley, CO **Subconsultants and % Work:** Yeh 0.52% **Gross Fees:** \$75,025 for I-76 Project **Outcome/Result:** Project was completed within budget and the accelerated four-month schedule.



On-Call Engineering Services
City of Boulder and CDOT

Owner Name and Address:
City of Boulder and Colorado Department of Transportation
P.O. Box 791 | 1101 Arapahoe, 2nd Floor, Boulder, CO 80306
Contact: Brian Wiltshire, Project Manager
303-441-4162 | WiltshireB@BoulderColorado.gov

Project Description: Since 2005, RS&H has provided on-call engineering services for the City of Boulder and CDOT, including over 50 projects for the City. These services include arterial, collector, local street, intersection, and multimodal design for urban and rural areas, with projects ranging from comprehensive multimodal facilities, pedestrian/bicycle bridges, major bridge design, retaining walls, transit stops and railroad crossings, irrigation and water quality design, traffic analysis and signalization design, uniques intersection design, and multi-use paths and emergency access roads. Relevant projects completed under this contract include:

- Arapahoe Avenue Reconstruction from Broadway to 15th Street
- 28th Street (US 36) and Colorado Avenue Protected Intersection
- 19th Street and Fourmile Canyon Creek Underpass Improvements
- Broadway Reconstruction - Violet to US 36
- Pearl Parkway Multi-Use Path & Boulder Slough Structure
- Valmont Road - Junction Place to Wilderness Place

Contract Value: \$7.2M **Scope of Work:** Drainage, Demolition, Earthwork, Utilities, Bridge Design, Pedestrian Walkways, Bicycle Pathways, Traffic Analysis, Traffic Signal Design, Multimodal Design, Contract Documents, Bidding Services, CA Services, Scheduling, Cost Estimating, Survey, Civil Design, Roadways Design, Hydraulic and Stormwater Design, Electrical, Specifications, Project Scoping **Location:** Boulder, CO **Subconsultants and % Work:** 21.5% **Gross Fees:** \$5.6M **Outcome/Result:** All work was completed on time and within budget, leading to successful reselection in 2023.

Exhibit F

Additional Relevant On-Call Experience Aligned with DEN’s Scope

Our extensive on-call experience at major U.S. airports and Colorado agencies demonstrates our ability to deliver the full range of services anticipated under this contract.

	Airfield Pavement Rehabilitation	- TPA – Taxiway V & W Rehabilitation - DFW – Pavement Evaluations - DTW – Runway Panel Replacement
	Roadways & Parking Facilities	- ATL – Parking Relocation & TNC Consolidation - FLL – Cell Phone Lot & Garage Repairs - LAX – Skyview Parking Lot & Terminal Roadway Improvements
	Stormwater Drainage & Water Quality Facilities	- ATL – South Deicing Facility & Stormwater Upgrades - RTD – Eagle Drainage Project - TPA – Stormwater Permitting & Perimeter Road Drainage
	Traffic Signals & Analysis	- ATL – Terminal Traffic/Pedestrian Signalization - LAX – CCTV Traffic Signal Improvements - RTD – Thornton Traffic Study
	Bridge & Structural Design	- CDOT – Interstate & Bridge Replacements - RTD – Pedestrian Bridges & Tunnel Inspections - LAX – I-405 Off-Ramp & Structural Improvements
	Pavement Evaluations	- CVG – Pavement Management Plan Update - BQK – Airfield Pavement Rehabilitation - TPA – Pavement Inspections
	Utility Extensions & Site Development	- LAX – 12" Waterline Relocation on La Cienega - DFW – Utility Emergency Repair - CDOT – Highway Utility Relocations
	DIW System Improvements	- ATL – South Deicing Facility & Apron - COS – Deicing Pad - DEN – UAL Deice Parking Lot
	Sustainability / Envision	- PHL – Taxiway L Rehab Envision Verified - RDU – Park Economy 3 Expansion Project - Envision Platinum - DEN – South Worldport Lot - Pursuing Verification

National On-Call Depth

- ATL – Hartsfield-Jackson Atlanta:** 35+ task orders including parking, stormwater/deicing aprons, taxiway realignment, terminal traffic signals.
- DFW – Dallas Fort Worth:** 97+ task orders including pavement & electrical evaluations, EV stations, creek rehabilitation, cell lot improvements.
- LAX – Los Angeles:**107+ task orders including waterline relocation, roadway signage, parking facilities, traffic signal/CCTV upgrades.
- TPA – Tampa International:** 400+ task orders including taxiway rehab, terminal roadway, parking garages, stormwater permitting.
- FLL – Fort Lauderdale-Hollywood:** 160+ task orders including exit roads, garage repairs, stormwater improvements, cell lot.
- CDOT & RTD – Colorado:** 200+ projects statewide including bridges, highways, traffic signals, drainage improvements, survey/mapping.

Key Personnel Resumes



*Our Denver engineers are dedicated to delivering
DEN projects.*





Shannon Casner, PE
Contract/Program Manager | Denver, CO

Shannon has 22 years of experience in managing and designing airport improvement projects, including 15 years of designing and managing airport projects at DEN. As Contract/Program Manager and your daily point of contact, she understands of DEN’s operations, state, and local policy, design standards, and QC requirements. As MWBE Coordinator, Shannon will confirm MWBE requirements are met and comply with reporting requirements. She will attend DSBO meetings and manage outreach and development efforts to MWBE businesses to improve subconsulting opportunities. She will be responsible for oversight, implementation, and ensuring our team meets utilization goals and integrates MWBE partners into our project development and success.



Relevant Experience

Runway 16R-34L Rehabilitation; Denver International Airport, CO – Project Manager. RS&H was tasked with the rehabilitation of the Runway 16R-34L complex, which consisted of a 16,000-foot-long runway, parallel taxiway, nine connecting taxiways, and four high-speed taxiways. Construction of the project was completed under aggressive scheduling requirements due to DEN’s agreements with the airlines and deicing season. RS&H also had on-site staff to yield contractor questions and solve questions in real time.

Level 5A Roadway Rehabilitation; Denver International Airport, CO – Project Manager. RS&H is providing design, bidding, and construction administration services to rehabilitate the Level 5A roadway section north of the Jeppesen Terminal. This roadway is critical to airport operations due to its use and location, and phasing and implementation of proposed improvements will be critical to the success of the project. The existing concrete pavement in the area is in poor condition and the concrete pavement is failing from use by heavy commercial vehicles. The phasing and traffic control plans considered traffic flow, existing routing, and stakeholder feedback and participation.

Taxiway L Extension, Denver International Airport, CO - Quality Control. RS&H is providing design and bidding phase services to complete the missing portions of Taxiway L along Runway 17R-35L, in order to create a full parallel taxiway. The project includes new Taxiway L, relocation of Vandriver Street, and relocation of water, electric, gas, jet fuel, FAA and DEN communication lines.

Years of Experience: 22 | 15 with RS&H
Education: BS, Civil Engineering; University of Colorado
Licenses and Registrations: Registered Professional Engineer: CO (#PE.0042695), and two additional states

DEN Projects:

- Level 5A Roadway Rehab
- Pikes Peak Pkng Lot Rehab
- South Worldport Parking
- Gates B11 & B 14
- TW L Ext.
- TW CN and TL West Ext
- RW 17L-35R Drainage Imp
- RW 16R-34L Rehab

Other Airport Projects

- IAH: TW WA & WB Recon; TW NA Rehab
- LAX: Airfield Pvmt Rehab
- CLT: New 4th Parallel Runway
- CHO: RW/TW Pvmt Repairs
- EUG: Parking Lot Expansion, Quick Turn Facility
- GEG: TW A Recon; RW 7-25 & TW C Imp CA
- JNU: TW A Rehab, TW D-1 Reloc, and TW E Realign
- FDY: TW A6 to A4 Rehab
- MBS: Part Parallel TW & Apron Pre-Design





Broutin Sherrill, PE, LEED AP BD+C
Principal-in-Charge | Denver, CO

Broutin has 31 years of diverse experience in civil engineering, including airport design and rehabilitation, and infrastructure-related projects. He will be the secondary point-of-contact for this project, working closely with both Shannon and Alex to ensure client service continuity and satisfaction, and commit the proper resources for each project task. Broutin has served as Principal-in-Charge on multiple DEN projects, bringing a keen understanding of your Airport's operations and strategic goals. He has worked closely with Airport staff and leadership since 2008, building strong partnerships and gaining institutional knowledge to further develop DEN's initiatives toward Vision 100 and Operation 2045.



Relevant Experience

Pikes Peak Parking Restoration Phase II; Denver International Airport, CO – Principal-in-Charge. RS&H is leading the design for Phase II of the Pikes Peak Parking Restoration project that includes concrete overlay of the existing asphalt pavement, resetting of shuttle islands and shuttle stops, reconstruction of bus lanes, traffic control and stakeholder coordination. RS&H leveraged our relationships with other firms to postscope negotiations due to missing information from the previous design consultant. RS&H refreshed the original design and presented an overall cost savings to the project.

Level 5A Roadway Rehabilitation; Denver International Airport, CO – Principal-in-Charge. RS&H is providing design, bidding, and construction administration services to rehabilitate the Level 5A roadway section north of the Jeppesen Terminal.

South Worldport Parking Lot; Denver International Airport, City and County of Denver, CO – Principal-in-Charge. This project constructs a new, 5000+ parking lot at Denver International Airport. The scope includes pavement and utility design, EV charging and EV-ready infrastructure, a parking guidance system, area lighting, signalized intersection design, roadway improvements, parking access and revenue control systems, drainage, pavement markings, signage, safety, and phasing. The project is notable for incorporating more than 60 EV charging stations to support the airport's sustainability goals.

Years of Experience: 31 | 20 with RS&H
Education: BS, Civil Engineering; Louisiana State University
Licenses and Registrations: Registered Professional Engineer: CO (#PE.0036156), and eight additional states; LEED Accredited Professional Building Design and Construction; USGBC

DEN Projects:

- › Pikes Peak Pkng Lot Rehab PH II
- › Level 5A Roadway Rehab
- › South Worldport Parking
- › Peña Blvd Ph 1B
- › Concourse B West GSE Parking
- › East Economy Lot Rehab PH II
- › 75th & Gun Club Site Readiness

Other Airport Projects

- › UAL Deice Truck Parking Lot
- › SLC Employee Lot, 2100N Roadway Rehabilitation, Employee Parking Lot Rehab, Relocated Vehicle Gates 10&11
- › RDU: New Perimeter Road (as part of new runway)
- › COS: RAC Loop Road Rehab, Milton Proby Parkway Rehabilitation, Rental Car Lot Rehabilitation, New FIS Parking, New FEDEX Ground Facility, East Landside Development Study, New Cutter FBO (Civil)
- › DFW: Police Training Facility
- › EUG: Landside Parking Lot



Alex McKean, PE, LEED AP

Quality Control Manager | Denver, CO

Alex will serve as Quality Control Manager for this project. He has 23 years of experience in airport engineering, including design, rehabilitation, construction administration, quality reviews, and construction observation. Alex has worked at DEN for much of his career, fulfilling different roles on various projects, including Project Manager, QC Manager, and Civil Engineer since 2009. He has a clear understanding of DEN, CDOT, and FAA technical specifications, and will establish project objectives to align with DEN core principles. Alex’s institutional knowledge of and dedication to DEN makes him invaluable to the RS&H DEN team as we work to advance DEN’s strategic goals for Vision 100 and Operation 2045.



Relevant Experience

Taxiway L Extension, Denver International Airport, CO - Project Manager. RS&H is providing design and bidding phase services to complete the missing portions of Taxiway L along Runway 17R-35L, in order to create a full parallel taxiway. The project includes new Taxiway L, relocation of Vandriver Street, and relocation of water, electric, gas, jet fuel, FAA and DEN communication lines.

Runway 16R-34L Rehabilitation; Denver International Airport, CO – Quality Control Manager. RS&H was tasked with the rehabilitation of the Runway 16R-34L complex, which consisted of a 16,000-foot-long runway, parallel taxiway, nine connecting taxiways, and four high-speed taxiways. Construction of the project was completed under aggressive scheduling requirements due to DEN’s agreements with the airlines and deicing season. RS&H also had on-site staff to yield contractor questions and solve questions in real time. The rehabilitation included PCC panel removal and replacement identified during pavement distress investigations documented using GPS technology. The project also included complete replacement of all airfield electrical fixtures and cable, vault improvements, new closed-circuit TV cameras, relocation of remote power unit and remote input/output equipment, and relocation of two wind cones. Construction phase services included construction management and construction observation services.

Years of Experience: 24 | 20 with RS&H
Education: BS, Civil Engineering; Colorado State University
Licenses and Registrations: Registered Professional Engineer: CO (#PE.0040762), and nine additional states; NCEES: U.S. (#31171); LEED Accredited Professional; USGBC

DEN Projects:

- › TW CN and TL West Ext
- › New 7th Runway
- › RW 7-25 Shoulder Widening
- › RW 7-25 Smoothness Imp
- › RW 17L-35R Drainage Imp
- › RW 17R-35L Rehab
- › RW 16R-34L Rehab
- › Gates B11 & B14

Other Airport Projects

- › SLC: TW U & V; TW P, Q, N, H3 Rehab
- › IAH: TW WA & WB Recon; TW NA Rehab
- › LAX: RW 25R Rehab
- › DTW: RW 4L Recon
- › CLT: New 4th Parallel Runway
- › RDU: New Runway 5L-23R
- › COS: TW A Realign; TW B Rehab & Shoulder Const
- › BOI: TW A & G Rehab; TW S Widening & New Cargo Apron
- › EUG: TW A Rehab; TW C/M Rehab; TW J & L Widening CA
- › GEG: TW A Recon; TW C Imp
- › JNU: TWA Rehab, TW D-1 Reloc, and TW E Realign



Chrisha Smith, PMP

Project Controls, Project Managment | Atlanta, GA

Chrisha will serve as the contract manager for the projects. She is a highly motivated individual with dedicated, successful experience in contract management. She is detail-oriented, organized with high level skill sets, able to prioritize and manage not only people, but all facets of logistics and administration for large, complex projects. For this contract she will manage all aspects of contract administration including but not limited to contract compliance, compensation, task order preparation, and submittals, payment applications, subcontractor invoices, direct expenses, and team timekeeping.



Relevant Experience

Peña Boulevard Phase 1B Final Design; Denver International Airport, CO – Manager, Project Controls. RS&H was lead designer for the design-build widening of Peña Boulevard. The project included widening the roadway inbound and outbound from Jackson Gap to the airport terminal with new concrete, the construction of retaining walls, widening and reconstructing Jackson Gap to provide a diverging diamond interchange (DDI), installation of a Texas turnaround for a new return to the terminal ramp at Jackson Gap, and a new traffic signal from the east terminal and west terminal outbound for direct connections to New Castle Street.

Level 5A Roadway Rehabilitation; Denver International Airport, CO – Manager, Project Controls. RS&H is providing design, bidding, and construction administration services to rehabilitate the Level 5A roadway section north of the Jeppesen Terminal.

Taxiway L Extension, Denver International Airport, CO - Manager, Project Controls. RS&H is providing design and bidding phase services to complete the missing portions of Taxiway L along Runway 17R-35L, in order to create a full parallel taxiway. The project includes new Taxiway L, Relocation of Vandriver Street, and relocation of Water, Electric, Gas, Jet Fuel, FAA and DEN Communication lines.

DEN Projects:

- › RW 17L-35R
- › TW L Ext.
- › TW CN and TL West Ext
- › Level 5A Roadway Rehab
- › S Worldport Pkng
- › Peña Blvd Ph 1B
- › East Economy Lot Rehab PH II
- › 75th & Gun Club Site Readiness

Other Airport Projects

- › ATL South Deicing Facility
- › ATL TW V
- › ATL Parking Lot
- › CLT 4th Parallel RW
- › MYR PMP Update
- › RDU RW 5L-23E Recon
- › ILM Roadway Improvements
- › PHL TW J Reconstruction
- › LCK RW 5R-23L MOS
- › AHN RW 2-20
- › OAJ RW 23 Extension
- › JNU: TWA Rehab, TW D-1 Relocation, and TW E Realign

Years of Experience: 30 | 6 with RS&H
Education: BBA, Management; Georgia State University



Jorge Caraveo, PE

Task Order Project Manager | Denver, CO

Jorge will serve as a Task Manager for this project, overseeing the technical aspects of design execution and construction administration. He has 15 years of diverse aviation experience with responsibilities extending to a wide range of aviation engineering and development projects. Inclusive are all aspects of engineering design, construction administration, and construction management with both airside and landside projects. Jorge recently acted as the Project Manager for the West Economy Lot Rehabilitation project at DEN and will continue to bring his expertise and DEN-specific knowledge to successfully complete all assigned projects under this contract.



Relevant Experience

West Economy Lot Rehabilitation, Denver International Airport, CO - Project Manager. RS&H is providing full design services, including preparation of project plans and specifications, bid documents, and construction administrative services for this project. The scope includes survey, SUE, geotech, structural concrete overlay of parking areas, full depth reconstruction of shuttle bus lanes and shuttle islands, reset of shuttle shelters, storm drainage inlet/manhole adjustments, new underdrain within shuttle lanes, evaluation of snow storage areas, construction phasing, and MOT.

Level 5A Roadway Rehabilitation; Denver International Airport, CO – Civil Design Lead. RS&H is providing design, bidding, and construction administration services to rehabilitate the Level 5A roadway section north of the Jeppesen Terminal. This roadway is critical to airport operations due to its use and location, and phasing and implementation of proposed improvements will be critical to the success of the project. The existing concrete pavement in the area is in poor condition and the concrete pavement is failing from use by heavy commercial vehicles. The phasing and traffic control plans considered traffic flow, existing routing, and stakeholder feedback and participation.

Runway 16R-34L Rehabilitation; Denver International Airport, CO – Lead Design Engineer. RS&H was tasked with the rehabilitation of the Runway 16R-34L complex, which consisted of a 16,000-foot-long runway, parallel taxiway, nine connecting taxiways, and four high-speed taxiways. Construction of the project was completed under aggressive scheduling requirements due to DEN’s agreements with the airlines and deicing season. RS&H also had on-site staff to yield contractor questions and solve questions in real time.

Years of Experience: 15 | 6 with RS&H
Education: BS, Civil Engineering; University of Colorado-Boulder
Licenses and Registrations: Registered Professional Engineer: CO (#PE.0051716), and two additional states

DEN Projects:

- TW L Ext.
- TW CN and TL West Ext
- TW DS East & Deice Pad SRMP
- RW 17L-35R Rehab
- RW 17L-35R Drainage Imp
- RW 16R-34L Rehab
- Level 5A Roadway Rehab
- Econ Lot Rehab Ph 2 West
- Pikes Peak Pkng Lot Ph 2
- Taxiway DS

Other Airport Projects

- SLC: TW P, Q, N, H3 Rehab
- CLT: New 4th Parallel Runway
- BOI: TW H Realign; TW A & G Rehab; TW W South Ext; TW A3 CA/RPR
- EUG: TW A Rehab
- GEG: TWA Recon
- TVY: RW/TW Rehab





Dylan Anderson, PE

Task Order Project Manager | Denver, CO

Dylan will serve as a Task Order Project Manager for this contract, coordinating with Shannon and the other Project Managers. His 10 years of project and design experience includes airport pavement rehabilitation programs, taxiway expansions, runway rehabilitations, hangar development, utility design, and landside development projects. He has served as a resident engineer for multiple airport rehabilitation and reconstruction projects. Dylan has worked on similar DEN teams led by Shannon to complete successful projects in an on-call environment and will continue to bring this expertise and DEN-specific knowledge to each assignment for this contract



Relevant Experience

Runway 16R-34L Rehabilitation; Denver International Airport, CO – Task Manager. RS&H was tasked with the rehabilitation of the Runway 16R-34L complex, which consisted of a 16,000-foot-long runway, parallel taxiway, nine connecting taxiways, and four high-speed taxiways. Construction of the project was completed under aggressive scheduling requirements due to DEN’s agreements with the airlines and deicing season. RS&H also had on-site staff to yield contractor questions and solve questions in real time

2024 Annual Landside Roadway and Bridge Rehabilitation; Denver International Airport, CO – Project Manager. DEN completes annual preventative and corrective maintenance on landside infrastructure assets to ensure that pavements and structures achieve the expected design life expectancy and to lengthen the time between more costly reconstruction projects. RS&H provided design and construction administration services for the annual rehabilitation project. The project included minor drainage improvements and asphalt overlay of N Newcastle Street. Work on Pena Boulevard included roadside grading, replacement of guardrail, and new rumble strip.

Taxiway L Extension, Denver International Airport, CO - Task Manager. RS&H is providing design and bidding phase services to complete the missing portions of Taxiway L along Runway 17R-35L, in order to create a full parallel taxiway. The project includes new Taxiway L, relocation of Vandriver Street, and relocation of water, electric, gas, jet fuel, FAA and DEN Communication lines.

Years of Experience: 10 | 8 with RS&H

Education: MS, Civil Engineering; Oregon State University; BS, Civil Engineering; Michigan Technological University

Licenses and Registrations: Registered Professional Engineer: CO (#PE.0057004), and two additional states

DEN Projects:

- › TW L Ext.
- › On-Call Airside/Landside Engineering
- › RW 17R-35L Rehab
- › RW 17L-35R Drainage Improvements (Wildlife Mitigation)
- › RW 16R-34L Rehab
- › Pikes Peak Pkng Lot Ph 2
- › Level 5A Roadway Rehab
- › Construct Gates B11 and B14 Design and CA Services
- › Workspace Strategy Assessment
- › 2024 Annual Landside Roadway/Bridge Rehab

Other Airport Projects

- › LAX: Runway 25R Pavement Rehab
- › SLC: Taxiways P, Q, N, H3 Rehab
- › ATL: South Deicing Apron Design; West Curb Parking Lot Storm Sewer & Potable Water Line; West Economy Parking Lot Sanitary Relocation
- › CLT: 4th Parallel Runway Design





Mary Duke, PE, ENV SP
Task Order Project Manager | Denver, CO

Mary will serve as a Task Manager for this project, overseeing technical aspects related to drainage and water quality within the design, while working closely with Alex and collaborating with the wider project team. She brings 13 years of experience in roadway and drainage design across transportation and aviation projects. Her expertise encompasses hydrologic and hydraulic analysis for drainage and water quality in new construction, reconstruction, and rehabilitation projects. As a current project manager for CDOT assignments, Mary demonstrates proficiency in scheduling, task management, and client communication. Having contributed to multiple DEN, CCD, and CDOT projects, she will continue to apply her specialized knowledge and experience to ensure the successful completion of this project.



Relevant Experience

Peña Boulevard Phase 1A; Denver International Airport, CO – Drainage Task Manager. RS&H was lead designer for the design-build widening of Peña Boulevard. The project included widening the roadway inbound and outbound from Jackson Gap to the airport terminal with new concrete, the construction of retaining walls, widening and reconstructing Jackson Gap to provide a diverging diamond interchange (DDI), installation of a Texas turnaround for a new return to the terminal ramp at Jackson Gap, and a new traffic signal from the east terminal and west terminal outbound for direct connections to New Castle Street. Improvements also included a new drainage system and permanent stormwater quality facilities to intercept and remove surface runoff from Peña Boulevard, ramps, local streets, parking lots, and adjacent areas.

Taxiway A Realignment Design Services; Colorado Springs Airport, CO – Drainage Task Manager. The realignment of Taxiway A required full removal and reconstruction, including 30-foot shoulders with underdrain, lighting, and signage on Taxiway A and connector Taxiways A5 and A7. Taxiway A6 was removed as part of this project. Work consisted of design phase services preparing construction plans and technical specifications, along with bidding phase services. Exact limits of realignment were evaluated against the available budgets, anticipated grant timing, and available construction season. Taxiway A5 existed at a non-standard angle to the runway and was at a location that did not receive frequent use. As part of this project, Taxiway A5 was removed and reconstructed in a standard geometric configuration.

Years of Experience: 13 | 8 with RS&H
Education: BS, Civil Engineering; Colorado School of Mines
Licenses and Registrations: Registered Professional Engineer: CO (#PE.0052420), and two additional states

DEN Projects:

- › TW L Ext.
- › Peña Blvd Ph 1B Final Dsn
- › 75th/Gun Club Site Readiness
- › Gun Club Ramp
- › S Worldport Pkng Lot

Other Airport Projects

- › EUG Term Exp Ph 2 Concourse A Seating and Ramp
- › COS: TW B Rehab; Erosion Repair Pkg 1
- › BOI: Conc A Apron Design
- › DFW: Terminal F Civil
- › EUG: RW 34R RPZ Wetlands
- › Mit EA; TW CM Rehab Pre-Design

CDOT Projects

- › US /CCD 550/US 160 Connect S D/B
- › I-25 Lone Tree Mobility Hub
- › I-70 W Vail Pass Design
- › US 6/Wadsworth Blvd Interchg
- › CDOT North I-25 Ex. Lanes Washington St Improvements



Ray Cundiff, PE
Task Order Project Manager | Loveland, CO



Ray will serve as a Task Order Project Manager for this contract, coordinating with Shannon and the other Project Managers. He is a transportation engineer with 14 years of experience in the design of transportation projects throughout Colorado. He has experience in project management, roadway design, storm sewers, freeway and interchange design, intersection and multimodal facility design, construction phasing and traffic control, railroad and ditch company coordination, public involvement, utility design and coordination, and stakeholder coordination.

Relevant Experience

Peña Boulevard Phase 1 from Jackson Gap To Terminal Design-Build; Denver International Airport, Denver, CO – Roadway Lead. RS&H provided post-design phase services for the Peña Boulevard design-build project at DEN that improved from Jackson Gap to the terminal. The project included roadway, bridges, walls, and drainage. Ray was the lead roadway engineer.

South Worldport Parking Lot; Denver International Airport, City and County of Denver, CO – Roadway Lead. This project constructs a new, 5000+ parking lot at DEN. The scope includes pavement and utility design, EV charging and EV-ready infrastructure, a parking guidance system, area lighting, signalized intersection design, roadway improvements, parking access and revenue control systems, drainage, pavement markings, signage, safety, and phasing. The project is notable for incorporating more than 60 EV charging stations to support the airport’s sustainability goals.

I-25 Segment 7&8 Design Build, Colorado Department of Transportation, Vail, CO – Roadway Lead. RS&H was the prime engineer for the North I-25 Express Lanes, Johnstown to Fort Collins, design-build project. The project consisted of median fill and widening or reconstruction of approximately 14 miles of I-25. As design engineer, Ray provided project management and design of roadway, traffic, MOT, drainage, and structures while overseeing a team of subconsultants to perform the remainder of the work.

North Meadows Extension (Castle Rock Parkway), Town of Castle Rock, Castle Rock, CO – Project Engineer. RS&H served as the prime consultant for the design of two miles of new four-lane arterial roadway; two new interchanges with nine bridges at BNSF and UPRR, Plum Creek, US 85, and I-25; and installation of major storm sewer, utilities, and water quality facilities.

Years of Experience: 14 | 7 with RS&H
Education: BS, Civil Engineering; Colorado State University
Licenses and Registrations: Professional Engineer: CO (#PE.0051191)

- DEN Projects:**
- TW L Ext.
 - Peña Blvd Ph 1B Final Dsn
 - Peña Blvd Ph 1B Post Dsn
 - 75th/Gun Club Site Readiness
 - Gun Club On Ramp
 - S Worldport Pkng Lot
- Other Projects**
- CDOT North I-25 Ex. Lanes
 - CDOT I-70 West Aux Lanes
 - CDOT SH 85
 - CO 52 Resurfacing
 - North Meadows Ext.



Ari Chakraborti, PE

Task Order Project Manager | Denver, CO

Ari will serve as a Task Order Project Manager for this contract, coordinating with Shannon and the other Project Managers. He recently joined RS&H and has more than 10 years of combined experience supporting multiple highway, civil site development and airport infrastructure projects. Ari brings his diversified skill set to each pursuit, ranging from pavement design, grading and drainage, utility design, traffic control to cost estimating and construction support tasks. He has performed design and construction services for several private and public sector clients that include PANY&NJ, NYCDDC, NYSDOT and LaGuardia Gateway Partners. Proficient in AutoCAD Civil3D, Ari has demonstrated managerial skills effectively with clients to develop feasible solutions to complex design and construction challenges.



Relevant Experience

Economy Lot Rehabilitation Phase 2 West, Denver International Airport, CO - Project Lead. Project reconstructed shuttle route lanes with new concrete pavement, upgrading shuttle islands, and resetting shuttle stop shelters. Full design services, survey, geotechnical, structural, storm drainage, construction phasing.

Taxiway L Extension, Denver International Airport, CO - Project Lead. RS&H is providing design and bidding phase services to complete the missing portions of Taxiway L along Runway 17R-35L, in order to create a full parallel taxiway. The project includes new Taxiway L, relocation of Vandriver St., and relocation of water, electric, gas, jet fuel, FAA and DEN Communication lines.

***Skybridge Arizona – Taxilane Lima and Associated Hangar Apron Development, Phoenix–Mesa Gateway Airport, Mesa, AZ - Lead Designer.** Air led efforts for extension of existing taxiway, improvement of overall grading and drainage, and installed PCC apron pavement for development of approximately 150 acres of property.

***Taxiway A Connectors A3-A4 Strengthening & Reconstruction, City of Phoenix, AZ - Project Manager.** Taxiway reconstruction project to accommodate ADG V aircraft operations and enable future growth.

***Terminal B Airside Deicing Facility | LaGuardia Gateway Partners, Queens, NY - Design Lead.** Reconfigure an existing RON aircraft parking apron to integrate aircraft deicing. Project was designed to capture spent deicing fluid via trench drains and stored in a 200,000-gallon storage tank to convey to wastewater treatment plant for sustainable reuse.

- DEN Projects:**
- TW CN and TL West Ext
 - TW L Ext.
 - Econ Lot Rehab Ph 2 West

- Other Airport Projects**
- LBB TW L Ext.
 - SUX Nexus
 - BOI RW 10L-28R Rehab
 - SLC TW HI
 - SLC RW 16L-34R Repair

*Work with previous firm

Years of Experience: 13 | <1 with RS&H
Education: BS, Environmental Engineering; The City College of NY
Licenses and Registrations: Professional Engineer: CO (#PE.0057589) and one additional state.

Exhibit F



4582 S Ulster Street, Suite 1100
Denver, CO 80237

303-409-9700
rsandh.com



Attachment 1 Proposal Forms



View from DEN Signature's ramp during the Taxiway L site visit.

RS&H

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

City and County of Denver
Denver International Airport

Proposer: RS&H, Inc. Date: September 18, 2025

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

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

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

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

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

Addenda Numbers: Addenda #1, 2, and 3.

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

Signature: 

Type or print name: Broutin Sherrill, PE, LEED AP BD+C

Proposer's Business Address: 4582 South Ulster Street, Suite 1100, Denver, CO 80237

E-mail address: Broutin.Sherrill@rsandh.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: RS&H, Inc.Proposer Address: 4582 South Ulster Street, Suite 1100, Denver, CO 80237Phone: 303-409-9700 Fax Email: Broutin.Sherrill@rsandh.comFederal Identification Number: 59-2986466Principal in Charge (Name & Title): Broutin Sherrill, PE, LEED AP BD+C, Sr. Vice PresidentProject Manager for this RFP (Name & Title): Shannon Casner, PE, Area Discipline Leader, AviationEqual Employment Opportunity Officer: Tara Wineinger, Chief People Officer

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

Lloyd's of LondonNational Union Fire Ins. Co. of Pittsburg, New Hampshire Insurance Company,Westchester Surplus Lines Insurance Co.**Parent Company Information
(If Applicable)**Name of Company: Not applicable to RS&H, Inc.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: Florida

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):

Not applicable to RS&H, Inc.

Cover Letter
Cost
EDI Plan
Understanding
Work Plan
Personnel
Experience
Forms
DSBO
Diversity
Resumes

Exhibit F

References

(Provide three professional references below)

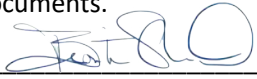
1. Company Name: City of Colorado Springs
Contact: Bud Geng, PMP, IAP, CM, Manager of Design & Construction
Project Title: On-Call Engineering (TWY A Relocation, Milton Proby Pkwy Rehabilitation)
Email: bud.geng@coloradosprings.gov
Phone Number: 719-550-1950

2. Company Name: City and County of Denver
Contact: Irene St.Martin - Project Manager
Project Title: Pikes Peak Parking Lot Restoration
Email: irene.st.martin@flydenver.com
Phone Number: 303-342-4429

3. Company Name: The City of Eugene/Eugene Airport
Contact: Andrew Martz - Assistant Airport Director
Project Title: QTA Facility
Email: andrewm@flyeug.com
Phone Number: 541-682-8484

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 Sr. Vice President

Print Name Broutin Sherrill, PE, LEED AP BD+C

Date September 18, 2025

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

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.
- Izquierdo, Walker and Perez, Alfonso, v. Community Asphalt Corp., et al., 11th Judicial Circuit, Miami-Dade County, Florida, Case Nos: 2021-011062-CA-01 and 2021-012281-CA-01. RS&H provided traffic control design services on the Homestead Extension of the Florida Turnpike. Plaintiffs were in motorcycle accidents and allege that project construction or design caused the accidents. Settled on November 1, 2024.
- Marchitto, Linda v. San Luis Obispo County Regional Airport, et al., Superior Court, County of San Luis Obispo, California, Case No.: 20CV-0330. Plaintiff alleges that a wheel stop was protruding from under a motor vehicle in the handicap parking lot at the airport, which caused her to trip and fall. Settled October 9, 2024.
- Lybarger, Diane v. Skanska-Granite-Lane, RS&H, Inc., et al., 9th Judicial Circuit Court, Orange County, Florida, Case No.: 2019-CA-010699-0. RS&H contracted with FDOT to provide owner’s rep services for the I-4 Ultimate Corridor Project. Plaintiff brought a wrongful death action against RS&H and multiple other defendants related to a 2018 motor vehicle accident. Summary judgment was granted on June 13, 2024.
- Joseph, Delia & Kathryn v. RS&H, Inc., 224th Judicial Circuit, Bexar County, Texas, cause No. 2024-CI-06666. RS&H provided design services to TxDOT on a roadway widening project. Plaintiffs allege that temporary traffic control devices were not placed according to plans, causing them to drive into a ditch while turning into a commercial driveway. Dismissed by court order on April 23, 2024.

Exhibit F

Martinez, Daniel M. v. Condotte America, Inc., RS&H, Inc., et al., 11th Judicial Circuit Court, Miami-Dade County, Florida, Case No.: 2019-013734-CA-01. Plaintiff alleges he struck a cone that was left in the roadway while driving his motorcycle, which caused him to lose control of his motorcycle and suffer injuries. RS&H voluntarily dismissed on April 23, 2024.

Aldridge, Roger v. Okaloosa County and RS&H, Inc., et al., 1st Judicial Circuit Court, Okaloosa County, Florida, Case No.: 2019-CA-004145-F. RS&H contracted with Okaloosa County to design an air traffic control tower at the county’s airport. Plaintiff fell in the tower and alleged inadequate lighting. The case settled on March 1, 2024.

VyStar Credit Union v. RS&H, Inc., 4th Judicial Circuit Court, Duval County, Florida, Case No.: 16-2023-CA-010727. Client alleges errors and omissions in design of HVAC system for building. This case settled on November 14, 2023.

Redwine, Heath, et al. v. TxDOT, RS&H, Inc., et al., 58th Judicial District Court, Jefferson County, Texas, Case No.: A-0203686. RS&H contracted with TxDOT to provide CEI services on a bridge replacement project. Plaintiff was injured when he was hit head-on by another driver along the roadway under construction. Plaintiff filed suit against TxDOT, RS&H and other parties, alleging a temporary traffic control device malfunctioned leading to the accident. This case settled on July 17, 2023.

T.F.R. Enterprises, Inc. v. FDOT, Target Engineering Group, LLC v. RS&H, Inc., et al., 7th Judicial Circuit Court, Volusia County, Florida, Case No.: 2019-10502-CIDL. This lawsuit concerns a FEMA/FDOT hurricane debris removal project. TFR was the debris removal contractor, and Target was responsible for monitoring the work completed by TFR and submitting TFR’s documentation to the FDOT. Target retained RS&H and five other companies to assist. TFR alleges that it lost FEMA reimbursements because of inadequate documentation. The case settled on October 4, 2022.

Take v. RS&H, FDOT, et al., 4th Judicial Circuit Court, Duval County, Florida, Case No.: 201-CA-004356. RS&H contracted with FDOT to perform CEI services for a roadway project. Plaintiff brought a personal injury suit related to a motorcycle accident at or near construction on the project. The case settled on October 4, 2022.

Echols, William as administrator of the Estate of Darwin Torres v. Williams Brothers Construction, RS&H, Inc., et al., 295th Judicial District Court, Harris County, Texas, Case No.: 202048932. RS&H contracted with TxDOT to provide CEI services along a portion of I-45. Plaintiff brought a wrongful death action on behalf of the decedent related to a 2019 motor vehicle accident in which the decedent left the road and collided with a high mast illumination pole. The case settled as of September 12, 2022.

Timothy Royston, as Representative of the Estate of Toni Royston, v. Old Castle Materials Texas, Inc., et al., 128th Judicial District, Orange County, Texas, Case No.: 220025-C. RS&H contracted with TxDOT to provide CEI services along a portion of SH-12. Plaintiff filed a personal injury suit alleging that a pothole caused a fatal motorcycle accident. Plaintiff voluntarily dismissed RS&H on July 12, 2022.

Nalbandyan, Anna v. FDOT, Archer Western Contractors LLC, RS&H, Inc., et al., 4th Judicial Circuit Court, Duval County, Florida, Case No.: 2021-CA-004666. Plaintiff alleges she encountered concrete slurry in the travel lane that caused her to leave the roadway and crash resulting in her serious injury. Plaintiff voluntarily dismissed RS&H by filing an amended complaint that omitted RS&H as a party on April 7, 2022.

Dionicio Reyes v. TxDOT, Hays County, RS&H, Inc., et al., 453rd Judicial District, Hays County, Texas, Case No.: 20-0400. RS&H contracted with Hays County in 2016 to perform CEI services for a project relating to replacing an old water line at a project site. Plaintiff was injured during the relocation of the waterpipe and brought suit against RS&H and other parties alleging failure to monitor and ensure a safe installation of the pipe and failure to inspect safety procedures. Suit is pending.

Estate of Rigoberto Rios Marquez v. Jones Bros. Dirt & Paving, RS&H, et al., 125th Judicial District, Harris County, Texas, Case No. 202521401. RS&H provides CEI services to TxDOT. An employee of another contractor was fatally injured when a haul truck operated by a different contractor ran over him. Suit is pending.

Birkshire Johnstone, LLC, vs. City of Pensacola & RS&H, Inc., Circuit Court, Escambia County, FL, Case No. 2-25-

Cover Letter
Cost
EDI Plan
Understanding
Work Plan
Personnel
Experience
Forms
DSBO
Diversity
Resumes

Exhibit F

CA-864. RS&H provided design and construction administration services to the city. The city denied a change order request submitted by the contractor and withheld retainage from the contractor, and the contractor sued both the city and RS&H. Suit is pending.

Melanson, Benoit, et al. v. Pinellas County, RS&H, Inc., et al., Pinellas County, FL, Case No. 522025CA004076XXCICI. RS&H provided design services to Pinellas County. The plaintiff's minor was hit by a car while walking near the project limits and filed a lawsuit against the project participants. The suit is pending.

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.

No.

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.

RS&H, Inc. has not.

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.

No.

Cover Letter

Cost

EDI Plan

Understanding

Work Plan

Personnel

Experience

Forms

DSBO

Diversity

Resumes