

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 **WOOLPERT, INC.**, a Ohio 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 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:

Woolpert, Inc.
720 S. Colorado Blvd Suite 1200-S
Glendale, CO 80246
ATTN: Jason Virzi
Phone: 303-524-3025
Email: jason.virzi@woolpert.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, 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-202582715-00
Contractor Name: WOOLPERT, INC.

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

SEAL **CITY AND COUNTY OF DENVER:**

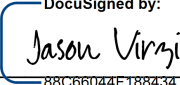
ATTEST: By: _____

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

By: _____

Contract Control Number:
Contractor Name:

PLANE-202582715-00
WOOLPERT, INC.

By:  88C66044F188434...

Name: Jason Virzi
(please print)

Title: 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 (29 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:	202582715
Prime Consultant:	Woolpert, Inc
Project Name:	
Project Number:	
MWBE/SBE/DBE Contractual Goal:	
Consultant Main Point of Contact (POC):	
Consultant Main POC Email Address:	
Consultant Main POC Phone Number:	

Contract Point of Contact Signature

Contract Point of Contact Name

Date: 9/18/2025



City and County of Denver

Company Proprietary Information

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

Revision July 2025



COMPANY INFO

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	Woolpert, Inc.	Prime	3.4681	21%
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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	Woolpert, Inc.	Prime	Design/Construction Project Manager	Level 5, Managerial	\$ 93.71	3.47	\$ 325.00	\$ 334.75	\$ 344.79	\$ 355.13	\$ 365.79	\$ 376.76
2	Woolpert, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	\$ 77.32	3.47	\$ 268.15	\$ 276.20	\$ 284.48	\$ 293.02	\$ 301.81	\$ 310.86
3	Woolpert, Inc.	Prime	Design/Construction Project Manager	Level 3, Full Experience	\$ 57.99	3.47	\$ 201.12	\$ 207.15	\$ 213.36	\$ 219.76	\$ 226.36	\$ 233.15
4	Woolpert, Inc.	Prime	Design/Construction Project Manager	Level 2, Developmetal	\$ 38.38	3.47	\$ 133.11	\$ 137.10	\$ 141.21	\$ 145.45	\$ 149.81	\$ 154.31
5	Woolpert, Inc.	Prime	Construction Manager	Level 4, Supervisory	\$ 61.16	3.47	\$ 212.11	\$ 218.47	\$ 225.03	\$ 231.78	\$ 238.73	\$ 245.89
6	Woolpert, Inc.	Prime	Quality Control Engineer	Level 5, Managerial	\$ 78.75	3.47	\$ 273.11	\$ 281.31	\$ 289.75	\$ 298.44	\$ 307.39	\$ 316.61
7	Woolpert, Inc.	Prime	Engineering/ Architect Specialist	Level 3, Full Experience	\$ 85.57	3.47	\$ 296.77	\$ 305.67	\$ 314.84	\$ 324.28	\$ 334.01	\$ 344.03
8	Woolpert, Inc.	Prime	Engineer	Level 3, Full Experience	\$ 50.37	3.47	\$ 174.69	\$ 179.93	\$ 185.33	\$ 190.89	\$ 196.61	\$ 202.51
9	Woolpert, Inc.	Prime	Engineer	Level 2, Developmetal	\$ 40.90	3.47	\$ 141.85	\$ 146.10	\$ 150.48	\$ 155.00	\$ 159.65	\$ 164.44
10	Woolpert, Inc.	Prime	Engineer Technician	Level 3, Full Experience	\$ 43.07	3.47	\$ 149.37	\$ 153.85	\$ 158.47	\$ 163.22	\$ 168.12	\$ 173.16
11	Woolpert, Inc.	Prime	Architect	Level 2, Developmetal	\$ 37.61	3.47	\$ 130.44	\$ 134.35	\$ 138.38	\$ 142.53	\$ 146.81	\$ 151.21
12	Woolpert, Inc.	Prime	Data Analyst/Architect	Level 4, Supervisory	\$ 42.10	3.47	\$ 146.01	\$ 150.39	\$ 154.90	\$ 159.55	\$ 164.33	\$ 169.26
13	Woolpert, Inc.	Prime	Data Analyst/Architect	Level 3, Full Experience	\$ 34.79	3.47	\$ 120.66	\$ 124.27	\$ 128.00	\$ 131.84	\$ 135.80	\$ 139.87
14	Woolpert, Inc.	Prime	Document Controller/Manager	Level 4, Supervisory	\$ 55.23	3.47	\$ 191.54	\$ 197.29	\$ 203.21	\$ 209.30	\$ 215.58	\$ 222.05
15	Woolpert, Inc.	Prime	Document Controller/Manager	Level 2, Developmetal	\$ 39.54	3.47	\$ 137.13	\$ 141.24	\$ 145.48	\$ 149.84	\$ 154.34	\$ 158.97
16	Woolpert, Inc.	Prime	Contract Administrator/Manager	Level 4, Supervisory	\$ 43.22	3.47	\$ 149.89	\$ 154.39	\$ 159.02	\$ 163.79	\$ 168.70	\$ 173.77
17	Woolpert, Inc.	Prime	Contract Administrator/Manager	Level 2, Developmetal	\$ 30.58	3.47	\$ 106.05	\$ 109.24	\$ 112.51	\$ 115.89	\$ 119.37	\$ 122.95
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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 modification or
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

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.

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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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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.

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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

SECTION 2

DEN EQUITY, DIVERSITY, AND INCLUSION PLAN

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614





DEN Equity, Diversity, and Inclusion Plan

A. Equity, Diversity and Inclusion Strategies.

For over 20 years, Woolpert has been present at Denver International Airport (DEN) and in the Colorado community, fostering robust relationships with small business firms. We always seek to expand our network with new small business partners in all our DEN contracts. Our primary strategy to increase the participation of small/historically underutilized firms in contracting opportunities at DEN is based on leveraging the relationships our team has established in the community over the two-plus decades of working at DEN.

One example where Woolpert successfully leveraged our relationships at DEN to partner with a new small business firm is our work with Tom Richardson, LLC. The founder of the firm, Tom Richardson, previously worked for a company that performed utility locates for projects at DEN. Woolpert built a meaningful working relationship with Tom over the years on several projects and Tom's knowledge of DEN's existing utility systems proved to be invaluable. Tom worked to build his own utility locating business and started his own M/WBE-certified firm. During the first few years of operating as a new business, Tom consistently reached out to Ben to seek out opportunities to work with Woolpert. When an opportunity arose for utility assistance on a tenant project at DEN for United Airlines, Ben reached out to Tom for his team's support. Ben identified an opportunity for Tom Richardson, LLC to demonstrate their capabilities through a successful potholing operation, locating existing utilities in a dynamic and challenging project area; Tom Richardson, LLC, met the objective. Based on Tom Richardson, LLC's efforts, Woolpert has started using their services for other projects at DEN and currently requested Tom Richardson, LLC be part of Woolpert's team for this pursuit.

Similar opportunities in which Woolpert has taken advantage of our relationships as a strategy to partner with new and emerging small business firms recently occurred with Granite Engineering Group (GEG), The Aviation Planning Group (APG), and Aeris

Engineering (Aeris). All three M/WBE-certified firms were founded as small businesses by team members with whom Woolpert has built working relationships with and who have proven themselves at DEN to perform when called upon.

These four examples of partnering with small business firms in the community and upholding a culture of equity, diversity, and inclusion align with Woolpert's core company values. More specifically, these align with our Supportive value which states, *"We respect, trust, develop, and invest in one another. We are honest and open, while having fun and celebrating together."* As we build relationships with small business firms in the community, we stress that teamwork and partnership are at the forefront of our objectives to complete projects at DEN. We view the firms that we partner with as true teammates in which we appreciate their strong work ethic, expertise, honest opinion, questions and concerns, and contribution to the team. We value transparency and emphasize the importance of speaking up and being proactive about issues rather than ignoring problems and reacting to them after the fact. We work to try and create a safe environment in which all team members feel they can speak up and trust that they will be heard and will not face repercussion. And we invest in our partnerships by mentoring our small business partners in how to do business at DEN. This allows the small business firms to not only contribute to the success of our team, but also have an opportunity to prove themselves and gain the skills to pursue their own projects at DEN.

The investment and trust we have built with our small business partners is shown in the long-lasting working relationships we have with each of them, many of which have spanned over a decade. We truly feel we would not be as successful as we have been at DEN without the support of our small business partners and the services they provide. In anticipation of this contract, Woolpert worked to identify our small business partners that best aligned with the scope of services presented in the Request for Proposal. We sought to include both new partner firms and firms with whom we have existing mentoring relationships. As part of



this contract, we have included eight small business firms on our team, seven MWBE firms and one SBE firm. They are:

- » 105 West, Inc. (MWBE)– Surveying
- » Aeris Engineering (MWBE)- Aviation Civil Engineering
- » Aviation Planning Group (MWBE)- Envision
- » Granite Engineering Group (MWBE)- Geotechnical, QA Testing
- » KDG Engineering, LLC (MWBE)- Structural Engineering, BIM Modeling
- » Shrewsbury & Associates (MWBE)- Aviation Civil Engineering
- » Tom Richardson, LLC (MWBE)- Utility Locates
- » Theorem Design Group (SBE)- Structural and Civil Engineering

B. Technical Assistance & Support Services

Woolpert has built a strong mentorship program as part of our DEN delivery approach and works with our small business partners to aid in navigating DEN's evolving needs, processes, and protocols. Woolpert will continue to provide contractual support services and technical assistance for our small business partners in the following areas:

DEN Process and Contract Compliance

Woolpert will conduct kick-off meetings with each subconsultant partner upon contract execution to review compliance guidelines with DEN contract requirements and current DEN processes for proposals, project setup, employee/expense/travel authorization, personnel rates and overhead multipliers, invoicing, payments, project execution, project close-out, and DSBO compliance. Woolpert will also conduct regular meetings (typically on a monthly basis) to hold discussions with subconsultant partners about any changes in processes and review current project status updates regarding budget, scope, and schedule. At these meetings, Woolpert will provide subconsultant partners with an opportunity to bring up any questions or concerns and ensure open communication is maintained within the team.

Invoicing and Pay Application Implementation

In compliance with DEN's contract requirements for invoicing, Woolpert will submit an invoice report every month that provides the following information to DEN:

- » Two-week schedules for the period covered by this invoice
 - » Invoice report
 - » Executive summary
 - » Work schedule(s)
 - » Cost status
 - » Cash flow requirements
 - » Manpower and task completion variance analysis, achieved vs. planned, and any planned or proposed
 - » Schedule or budget revisions or other remedial actions
 - » Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) goals and status
 - » Status of task order
 - » Drawing / document schedule and status
 - » Task / project schedule and manpower status
 - » Task / project activities planned for next month
 - » Monthly task / project activity and accomplishments
 - » Identification and analysis of any scheduling, coordination, or other problem areas
 - » Change order log – approved and pending
- In order to accomplish this invoice reporting, Woolpert will work with subconsultants partners to do the following:
- » Execute subcontracts based on the approved scope and fee from the project proposal and/or change orders
 - » Ensure each team member is approved to work on the project via the PS-B authorization process
 - » Ensure any appropriate expenses or travel are approved by DEN via the PS-C or PS-E authorization processes
 - » Submit invoices that include accurate time and material billings at the approved pay rates and position titles for every team member



- » Submit progress reports with each billing that includes activities completed and upcoming, challenges, concerns, and deliverable status
- » Review and revise invoices as necessary to ensure compliance with DEN requirements (personnel rates, billing period, scope of work performed/billed, contract amount)
- » Submit invoices for DEN review and approval via the Unifier platform and address any comments from DEN
- » Process prompt payment for the approved invoice(s)
- » Report payments in the B2G System
- » Conduct consistent check-ins to ensure scope, budget, and schedule are on track and discuss any concerns
- » Complete required documentation for project close-out to ensure payments have been made, identify any progress payments, complete lien releases, and true-up final subcontract totals

Safety, Security, and Badging Protocols Education

As part of mentoring for the badging process, our Woolpert Project Manager will arrange a meeting with subconsultant partners to get in contact with DEN Security. From there, a member of the subcontractor's firm will be designated as an Authorized Signatory. Once the designated Authorized Signatory has gone through the DEN Security background checks, they will be trained on DEN Security requirements and the badging process. Once they complete the training, they will be able to get select staff on their team trained to obtain DEN Badges.

Quality Control Reviews and Communication of DEN-Specific Requirements

In order to succeed at DEN, a very thorough design process needs to be followed. Woolpert will work with and mentor subconsultant partners throughout the project execution process to ensure all team members understand and achieve the project goals. Our team will work together to define the project's parameters and gather data related to historical as-built data, design assessments, drainage, utilities, electrical, pavement design, phasing, safety/operations, environmental concerns, and any other special considerations. We will develop detailed design tasks to address critical

items and perform constructability reviews to ensure system integration, conflict avoidance, grade constructability, adherence to standards, and the assessment of geotechnical conditions, such as expansive soils.

A step-by-step constructability review meeting will be completed with each subconsultant partner to ensure the designs are thoroughly vetted before getting constructed in the field. This will occur at each design submittal. Additionally, the interface of design disciplines will be reviewed to ensure nothing is overlooked or missed.

The approved scope of work (SOW) will be also evaluated during these reviews to ensure no work is performed outside the scope. If any work is identified outside of the SOW, the Woolpert Project Manager will bring this to the attention of the DEN Project Manager to discuss how to proceed. If DEN approves additional SOW to be performed, the Woolpert Project Manager will request a proposal and fee from the subconsultant partner before the work is performed. Once their proposal and fee are approved by the Woolpert and DEN Project Managers, a change order will be issued to the subconsultant partner and submitted to the DSBO Compliance Project Manager to enter into the B2G reporting system.

All work performed on the DEN property will need to adhere to the DEN Design Standards Manual (DSM). Woolpert will have an internal design kickoff meeting with each subconsultant partner. In the design kickoff meeting, Woolpert will go over the current DEN DSM and other applicable DEN, Federal Aviation Administration (FAA), and City and County of Denver (CCD) standards that must be adhered to during the life of the project.

C. Procurement Process

Our team evaluates and responds to each small business firm under consideration for any solicitation we are pursuing to determine if it is the right fit for the project. We align the project requirements with the firm's qualifications, and if selected, we discuss in detail the scope of services that we plan to utilize the firm to complete. If a firm is not selected for inclusion on a project, we ensure that we provide a debrief as to why they were not selected. We intend to deliver on our promises and right-size our team to ensure that all



small business firms are provided meaningful roles. All too often, we hear from the small business community that a firm selected them to provide services under a contract but were never provided the work. We have built our utilization plan to ensure this does not happen.

D. Communication and Proposer Management.

Effective communication and coordination are crucial for DEN project success. The Project Manager is key to executing and communicating project elements. Strong leadership, experience, and working relationships with staff and team members enable efficient development of project goals. Woolpert will use the following process:

- » Match tasks to small business partner team members' skills and qualifications
- » Clearly explain the expectations for the work, including discussing methodology/approach, communication protocols, and documentation
- » Set a firm schedule and appropriate completion milestones for providing interim products/results within that schedule
- » Conduct reviews of work done by partner firms on an ongoing basis to provide mentoring and guidance for complying with DEN policies, procedures, etc.
- » Allow ample time for the prime consultant to review and comment on products/work efforts
- » Ensure that the subconsultant partner responds to all internal and external comments on their work products

Woolpert has also recently implemented a new process for subconsultant partner management that allows for more open and transparent communication. Woolpert has conducted contract kick off meetings with each subconsultant partner to discuss DEN contract and process compliance and set clear expectations. And Woolpert has set up consistent monthly check-in meetings with each subconsultant to go over any changes in processes and discuss each project to ensure all team members are aligned on scope, fee, budget, schedule, and personnel.

Woolpert has also opened this line of communication to include the DSBO. Not only does Woolpert make an effort to meet regularly with the DSBO Compliance Project Managers to discuss the MWBE status of

projects, but the DSBO Compliance Project Managers have also offered meeting with any subconsultant partners who have any questions or concerns on the processes for M/WBE Compliance. Overall, Woolpert feels this consistent check-in meeting process with subconsultant partners and with the DSBO has significantly improved communication with our and we intend to use this process going forward.

Dispute Resolution

Woolpert diligently fosters a partnership based on teamwork and collaboration with all our small business firms. This approach allows us to avoid performance issues or mitigate any disputes. Our responsibility is to over-communicate and assist our teaming partners when problems arise.

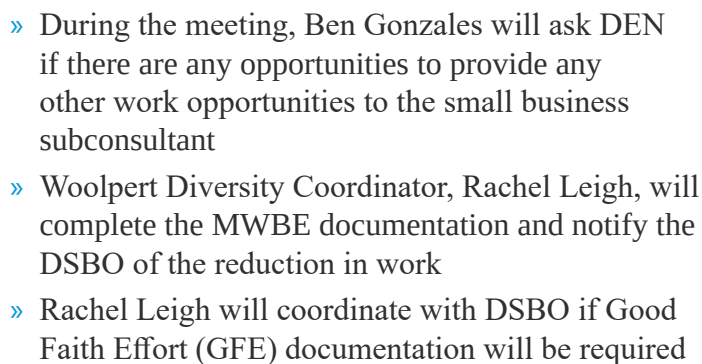
If a dispute arises, we resolve the issue internally with the team and implement a workable course of action that is acceptable to all parties involved. Keys to our process are:

- » To take the matter immediately to the Project Manager or Project Principal (as appropriate). The DSBO will also be notified
- » Investigate the issue and provide a response or initiate a meeting to assist in issue resolution. When a meeting is initiated, we establish a set of ground rules to support a productive outcome, and jointly evaluate options for resolution
- » Seek third-party support to help resolve the matter in the rare occasion that a dispute cannot be resolved
- » Disputes pertaining to Prompt Pay would be handled by involving the DSBO to understand the dispute and mediate a discussion with the subconsultant partner in order to determine a path forward that is acceptable to the DSBO

Reduction in Subconsultant Partner Scope

If the situation arises where the scope of work approved by DEN is reduced and affects work to be performed by a small business subconsultant, the following steps will be followed:

- » Ben Gonzales will request a meeting with the DEN Project Manager and the small business subconsultant to discuss and understand the specific reasons for the reduction in the SOW



- » The DSBO will be provided the opportunity to ensure that the small business subconsultant is being treated fairly
- » If the termination is accepted by all parties involved, Rachel Leigh will work with the DSBO to ensure all the appropriate documentation is completed and submitted to the DSBO for full compliance

Woolpert will actively implement the actions detailed above to ensure full compliance regarding the matters listed above that are within the DSBO's oversight as per the Denver Revised Municipal Code (D.R.M.C.).

- ### E. Past Performance

Woolpert has a strong record of working with our small business partners and DSBO Compliance Project Managers to meet and exceed participation goals. On our 2017 On-Call Airside Design Services contract, our team has achieved over \$1 million in M/WBE participation and is on track to exceed the contract goal by about 3%. On our 2021 On-Call Airside and Landside Design Services Contract, our team has achieved almost \$1 million dollars in M/WBE participation and are projecting to finish out the contract at 27% relative to the 28% goal. Our team has had consistent communication and discussions with our Compliance Project Manager on the contract, Kathy Garcia. We have worked with her to ensure M/WBE reporting is correct, track any necessary good faith effort documentation, discuss means and methods of trying to involve more small business partners, and ensure we are in overall compliance with our M/WBE goal.

On our current 2024 Airfield Design Services On-Call Contract, we are projecting 26% M/WBE participation based on current contract values for the open task orders (which exceeds the contract goal by 2%), and are actively seeking out opportunities to increase M/WBE participation on future projects on the contract with some of the initiatives listed in Prompt G.

Our team also works to ensure we strive for small business participation from the community outside of our contracts with DEN. For the United Airlines Remote Aircraft Parking Project at DEN, Woolpert does not have an M/WBE goal set with CCD since the project is a tenant project. However, we are currently meeting United Airlines' 29.7% diversity goal on the project and work with them to report small business

- » Ben Gonzales will request a meeting with the small business subconsultant and the DSBO to go over the reasons that require a termination
- » The small business subconsultant will be have the opportunity to justify the reasons to contest the termination

On-Call Infrastructure Design | RFP No. 202582715-00

Exhibit E

Denver International Airport



participation monthly in their diversity reporting system.

Refer to the table below for more detailed information on the past performance achievements mentioned above.

201737647 DIA Airfield Design Services On-Call Notable MWBE Past Performance			
Goal: 25%			
Current MWBE Percentage Achieved (In Progress): 28.4%			
Total MWBE Dollars Earned So Far: \$1 million			
Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
Task Order 8: Runway 16L-34R Rehabilitation	KDG Engineering Shrewsberry 105 West	26.5%	\$235,464
Task Order 9: Commercial Return Loop Retaining Wall Evaluation	Granite Engineering Group Vine Laboratories (2nd Tier)	54.7%	\$71,894
Task Order 10: Taxiway EE Design	KDG Engineering Shrewsberry 105 West Goodbee & Associates Granite Engineering Group Vine Laboratories (2nd Tier)	29.4%	\$635,711
Task Order 13: Commuter Rail Wall Repair	Granite Engineering Group	36.5%	\$57,198

202158114 DEN Airside & Landside Design Services On-Call Notable MWBE Past Performance			
Goal: 28%			
Current MWBE Percentage Achieved (In Progress): 26.8%*			
Total MWBE Dollars Earned So Far: \$990,000			
Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
Task Order 1: Economy Parking Lot Pavement Rehab (Phase 1)	KDG Engineering Shrewsberry 105 West Granite Engineering Group Pinyon Environmental (2nd Tier) Triunity (2nd Tier)	53.6%	\$343,652
Task Order 3: Runway 17L-35R Complex Pavement Rehab & Electrical Upgrade (Package 1)	KDG Engineering Shrewsberry 105 West Pinyon Environmental	28.0%	\$406,903
Task Order 4: Airfield Service Road Pavement Assessment Services	Shrewsberry	24.9%	\$70,215



202158114 DEN Airside & Landside Design Services On-Call Notable MWBE Past Performance			
Goal: 28%			
Current MWBE Percentage Achieved (In Progress): 26.8%*			
Total MWBE Dollars Earned So Far: \$990,000			
Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
Task Order 11: Taxiways F, G, H, and Deicing Pads A, B, and C Rehabilitation	KDG Engineering Shrewsberry 105 West	29.9%	\$104,955

*Currently working actively with DSBO Compliance Project Manager, Kathy Garcia, to reconcile some incorrect B2G Values

United Airlines Remote Aircraft Parking Pad Tenant Project At DEN			
UAL Contract Diversity Goal: 29.7%			
Current MWBE Percentage Achieved (In Progress): 30.8%			
Total MWBE Dollars Earned So Far: \$1 million			
Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
United Airlines Remote Aircraft Parking Pad Project	KDG Engineering Shrewsberry 105 West Granite Engineering Group Sunland Tom Richardson Iris Mitigation and Design	30.8%	\$1,043,439

Some specific past performance examples of fostering the success and growth of small business partners and promoting equity, diversity, and inclusion are listed below:

Providing Growth Opportunities |Granite Engineering Group (GEG)

Since its start in August 2020, Woolpert has teamed with GEG on over a dozen projects at DEN from small-scale studies, to major designs like the Taxiway EE Project, to substantial Quality Assurance contracts for Southwest Airlines and United Airlines. During that time, Woolpert worked with GEG to understand what it takes to meet the high expectations and quality that DEN requires for the longevity of the DEN Infrastructure.

GEG has grown from 2 employees to 38 employees and now performs projects throughout the Colorado

Front Range and even in New Mexico and Texas. Their goal is to expand nationwide. GEG has reached out to thank the Woolpert team on several occasions for their partnership and teaming opportunities to help them grow their business and expand their resume.

Training and Development | KDG Engineering (KDG)

Woolpert recently supported KDG in learning DEN's BIM process including the BIM Execution Plan development and submittal, DSM requirements, CAD and data sheet standards, pipe network requirements, and BIM submittals to DEN Asset Management. Woolpert now depends on KDG's team to complete the BIM submittals on projects. By including KDG in interview and proposal preparation, Woolpert is currently helping mentor KDG to achieve one of their company goals to win a small business engineering on-call contract at DEN as the prime.



Innovative Teaming Strategy- Pinyon Environmental and The Aviation Planning Group (APG)

Woolpert recently started partnering with a small environmental firm, Pinyon Environmental, on our on-call contracts. Pinyon has been instrumental in performing the Envision verification and sustainability scopes of our projects. Although they originally were an M/WBE-certified firm, they graduated from the program in 2023 with a change in ownership. Woolpert utilized an innovative partnering strategy with Pinyon on a recent project to ensure a small business received participation. Woolpert had Pinyon delegate 25% of their scope on the project to an M/WBE-certified firm, The Aviation Planning Group. APG is relatively new to DEN and new to the Envision process. As a result, Pinyon has been mentoring APG to navigate the Envision process and framework on the project and Woolpert has been mentoring APG on the DEN processes and procedures. This innovative partnering strategy has allowed Woolpert to continue to build our relationship with Pinyon and utilize their expertise, while also working to mentor a new M/WBE firm to grow their business.

F. Proposer's Culture

We believe that a diverse team with different perspectives, backgrounds, knowledge, and experiences is essential for a strong company. That's why we foster an inclusive culture where employees are respected, empowered, and encouraged to be themselves. Our I&D strategies include diverse recruitment, diversity awareness, and mentorship opportunities, and inclusive succession planning with community outreach.

Woolpert's I&D Network

The Woolpert I&D network is open to all employees who want to advance inclusion and diversity efforts. Inclusion allows diverse perspectives, backgrounds, knowledge and experience to be heard and is vital for our success. Our core value is Supportive, and it extends to all for a strong and healthy culture. Our network focuses on the following questions:

- » How can we continue to make Woolpert A Great Place to Work through I&D efforts?
- » How can we prevent hiring biases and provide advancement opportunities and diverse candidates?

- » What organizations (non-profits) can we support to create education and opportunities for children and teens who are disadvantaged?

Diverse Recruitment

- » We hire the best by executing a recruitment process that allows us to present diverse candidates.
- » We are committed to building a more diverse workforce. For every one out of two jobs posted, we seek to present a qualified diversity candidate.
- » We identify diverse talent pools through our college recruiting efforts, job postings and career fairs.
- » We conduct an annual salary review to ensure above-market total compensation for all employees.

Woolpert partners with three historically black colleges and universities to develop a pipeline for diverse talent through intern and professional recruiting programs. These colleges, which include Jackson State University, Central State University, and South Carolina State University, are known for their excellent AEG programs and work with Woolpert to engage students in AEG courses and career paths.

Diversity Mentorship Opportunities

Woolpert's Diversity Partner Mentorship Program helps identify roles for diverse business partners during project scoping. The approach is analyzed regularly to strengthen and build new partnerships.

Inclusive Succession Planning

We value diversity and foster talent across the organization through individual development plans. We recognize the importance of having a strong student program.

- » Since 2020, Woolpert has hosted over 47 interns annually.
- » In 2024, more than 60 students participated in our global internship program.
- » In 2023, 88% of interns accepted full-time positions, demonstrating the strength and appeal of our culture and career pathways.



Culture and Engagement

Woolpert supports employees' passions and communities through collaboration and balance.

- » **I&D Network:** This network brings together employees from different roles and regions to weigh in on executive decisions affecting culture.
- » **Community Service and Charitable Giving:** We emphasize individual and corporate charitable interests
- » **Great Place To Work (GPTW) Initiative:** Woolpert follows the GPTW methodology to establish a culture of trust and support. Since 2015, we have been rated a GPTW every year. Our employees are asked if they are treated fairly, regardless of their age, race, gender, and sexual orientation. We consistently score in the 90th percentile for all categories, but our goal is to achieve 100%
- » **Diversity in Leadership:** Our corporate team currently reflects a 33% diversity level at the highest level of leadership. We aim to increase this to 50% in the next 2-3 years

G. Future Initiatives

First and foremost, Woolpert will continually work to improve our current processes and monitor our progress to ensure we deliver on our contract obligations. Woolpert also looks for new initiatives to improve our D&I efforts. Future initiatives include:

- » Adding new small business partners to mentor by utilizing existing working relationships, searching for MWBE-certified firms in CCD's Certified Vendor Directory, networking at community events, and coordinating with the DSBO on opportunities to engage with new firms
- » Attending small business community events to present the work Woolpert does and find new partners to work with such as the Business Development Training Academy, Taking Flight, and the DSBO Equity & Empowerment Council
- » Engaging with a specialized consultant such as Maxx Impact Group, a firm that understands the DSBO mission and small business community



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

Exhibit F

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.

- 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 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):

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 _____

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:



**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:

DSBO Version 1: 3/4/2025

Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment

Woolpert, Inc. - 202582715-00 720-913-1999



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:

DSBO Version 1: 3/4/2025

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

Exhibit F

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

Exhibit F

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

Exhibit F

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.

Exhibit F

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

Exhibit F

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

Exhibit F

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

Exhibit F

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

Exhibit F

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

Exhibit F

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.

Exhibit F
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

Exhibit F

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.

Exhibit F

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.

Exhibit F

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.

Exhibit F

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

Exhibit F

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



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

Exhibit F



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.



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



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



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



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

ON-CALL INFRASTRUCTURE DESIGN DENVER INTERNATIONAL AIRPORT

PROPOSAL | RFQ NO. 202580614 | SEPTEMBER 18, 2025





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Cover Letter

September 18, 2025

DeAnne Barker, Contract Procurement
Administration Office Building
Denver International Airport
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340

RE: Proposal, Denver International Airport, Airside On-Call Infrastructure Design, RFP. 202580614

Dear Members of the Selection Committee:

Denver International Airport (DEN), recognized as one of the world's busiest airports, is a crucial hub for air traffic in the United States and internationally. Its significance in global connectivity, passenger experience, and economic impact cannot be overstated. As passenger volumes and air traffic continue to grow, DEN must expand and update its infrastructure to accommodate this growth. This on-call infrastructure design contract is one mechanism to respond to DEN's evolving airside and landside infrastructure needs. With any project initiated at DEN, there are many complexities and processes to be coordinated and managed to ensure the functionality and safety of your airport, requiring a true partnership between your consultant, DEN, and various stakeholders to support the timely, coordinated, and quality project delivery. **Woolpert is that partner.**

Woolpert will serve as the prime consultant responsible for the team's performance and the cost-effective delivery of task orders under this contract. Woolpert has a 17-year track record of delivery at DEN, and members of our leadership team have over 30 years of experience at DEN. We will leverage our knowledge of DEN to move your projects forward seamlessly. **Our team is committed to DEN's success.** This commitment begins with Woolpert and extends to our teaming partners, which are highlighted in the column to the right.

Because our subconsultants were carefully selected as trusted partners, we are confident in our team's ability to perform for DEN. Our team offers DEN these distinct advantages:

A PROVEN TRACK RECORD. Woolpert prides itself on customer service, integrity, and quality relationships. We have delivered over 50 projects at DEN over the past 17 years. Our team thoroughly knows DEN facilities, staff, stakeholders, and local agencies. Our recent success on projects such as Taxiway Echo/Echo (design to bid in 87 days), the Runway 17L/35R - Package 1 (design to bid in five and a half months), and Runway 17L/35R-Package 2 (design to bid in two and a half months) is a testament to our commitment to quality and excellence.

Woolpert, Inc.
720 South Colorado Boulevard
Suite 1200-S
Glendale, Colorado 80246

DEN benefits from Woolpert's team of local resources with DEN-specific experience, complemented by significant national experience and lessons gained from delivering similar on-call services at large hub airports throughout the United States.

PARTNER FIRMS

105 West, Inc. ★

Role: Surveying

Aeris Engineering ★

Role: Airfield Pavement Design, Construction Safety and Phasing, Construction Support, and BIM

The Airport Planning Group, LLC ★

Role: Envision Support/Protege

AtkinsRéalis

Role: Roadway Pavement Design, Parking Lot Facilities Design, Bridge Design, Structural Engineering

Granite Engineering Group ★

Role: Geotechnical

KDG Engineering, LLC ★

Role: Structural Engineering, Utility Design, and BIM

On-Call Infrastructure Design | RFP No. 202582715-00 Exhibit F

Denver International Airport



A TRUSTED, CONSISTENT TEAM. At the heart of our success is our team. Led by Ben Gonzales, our team brings together decades of experience at airports throughout the United States and a deep understanding of DEN. As a leader, Ben's career is centered on delivering complex airport development projects at DEN, and his tenured working relationships with DEN staff provide the framework for the efficient development of well-defined project goals and objectives. However, our strength lies in the caliber of Ben's leadership and the depth and breadth of our entire team. With experts spanning landside and airside design and construction, airspace analysis, NAVAIDS, electrical engineering, roadway and bridge design, structural design, utility design, permitting, and FAA compliance, we are equipped to tackle challenges of any complexity. Our multidisciplinary approach ensures that we can offer comprehensive solutions tailored to each project's unique needs.

A FLEXIBLE, ADAPTABLE TEAM. DEN is a dynamic, ever-evolving entity that demands a flexible and responsive partner to successfully implement its initiatives. For the past 17 years, our team has remained singularly focused on DEN's success—adapting to changing conditions, pivoting strategies, and delivering innovative solutions.

Whether supporting a new DEN project manager in navigating the complexities of a project or aligning with DEN's Vision 100 Pillar of *Growing DEN's Infrastructure*, we ensure every initiative is executed with precision. From PFAS mitigation to the implementation of Envision requirements, our team consistently demonstrates agility and foresight. We don't just respond to change—we anticipate it, ensuring DEN's goals are met with excellence and efficiency.

A PROVEN COMMITMENT TO A MWBE EQUITY, DIVERSITY, AND INCLUSION (EDI) PLAN. We understand the importance of the MWBE program and the impacts that it can have on the community. As evidenced by our record of MWBE participation, our team is committed to implementing a robust MWBE EDI Plan that exceeds DEN's 21% goal, and we will partner with and mentor MWBEs in meaningful ways to help expand their services and businesses.

Our team offers the right mix of personnel, experience, expertise, and local knowledge needed to accomplish your projects promptly and effectively. **Woolpert commits to the availability of key personnel identified in this proposal.** We would welcome the opportunity to continue our partnership with DEN on this contract. As an Authorized Representative, please contact me at 303.524.3025 should you have any questions regarding this submittal.

Sincerely,

Jason Virzi, Vice President
jason.virzi@woolpert.com

Pinyon Environmental
Role: Envision Lead/Mentor

Shrewsberry ★
Role: Civil and Drainage Support

Swanson Rink
Role: Mechanical Engineering

Theorem
Role: Roadway Pavement Design, Bridge Design, Structural Engineering

Tom Richardson, LLC ★
Role: Utility Locating, Potholing

★ denotes MWBE firm

SECTION 1

COST EFFECTIVENESS AND PRICING

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614





Our philosophy of cost-effectiveness and efficiency is based on **six guiding principles** to deliver maximum value for Denver International Airport (DEN) without compromising on quality.

We begin every project with thorough planning and analysis. By understanding DEN's goals, priorities, and constraints, we can identify the most critical aspects of the project. This allows us to allocate resources more effectively, focusing on areas that offer the most value.

We meticulously manage resources to ensure they are utilized most efficiently. This includes careful scheduling of personnel and leveraging technology to automate tasks where possible. Efficient resource allocation helps us avoid unnecessary expenses.

We constantly monitor, evaluate, and optimize project progress and performance against the budget and timeline. This proactive approach, coupled with our commitment to finding innovative solutions, allows us to enhance efficiency and cost-effectiveness.

We maintain close collaboration with DEN stakeholders throughout the project lifecycle. This partnership enables us to make well-informed decisions, adapt to evolving requirements, and identify cost-saving opportunities. Our commitment to open communication ensures that all parties remain aligned, engaged, and informed at every stage.

We employ value engineering techniques to analyze the project's components and identify ways to improve value without increasing costs. We evaluate cost-effective opportunities to enhance flow and capacity or reduce impacts while considering design standards and other requirements.

By implementing effective quality management, the project can significantly reduce costs associated with rework and non-compliance. Identifying and fixing issues early in the project is much less expensive than making corrections after the project has been completed.

The Woolpert team will collaborate closely with DEN from the earliest stages of design to understand the overall project budget and establish a clear, actionable plan to stay within it. A proven strategy—successfully implemented on numerous DEN projects—involves

conducting an initial quantity takeoff of all construction elements. This forms the basis of a comprehensive Quantity Book, detailing the methodology used to quantify each pay item.



Our design team will thoroughly review the project scope to identify and eliminate any unnecessary items, ensuring that only essential components are included. Based on the initial quantities, we will prepare a preliminary cost estimate that incorporates any new items DEN wishes to include, helping to maintain alignment with the established budget.

To ensure accuracy, the initial cost estimate will be benchmarked against the most recent bid prices from DEN construction projects. The Woolpert team will then review each pay item cost in detail with the DEN Project Manager, ensuring all aspects of the project are accounted for.

This cost estimation process will be repeated at every design submittal, progressively refining the estimate to maintain budget integrity. In parallel, we will conduct thorough constructability reviews to ensure all project elements are fully vetted, practical, and achievable—supporting both budget adherence and successful project delivery.

Quality Control and Error Minimization

A. Explain your approach to quality control.

At Woolpert, we are committed to delivering superior quality in all our projects, services, and deliverables at DEN. Our proactive approach focuses on preventing errors rather than correcting them, and we instill a quality-first culture from project initiation.

Key Elements of Our Quality Control Strategy

- » **Shared Commitment:** Every team member is aligned with Woolpert's quality standards and DEN's expectations from day one.
- » **Empowered Teams:** Staff are encouraged to take ownership of quality, proactively identifying and resolving potential issues before they escalate.
- » **Continuous Improvement:** We integrate lessons learned from previous DEN projects and client feedback to refine our methods and enhance efficiency.
- » **Dedicated QC Manager:** A skilled quality control manager conducts incremental reviews throughout the design process, ensuring consistency and completeness.
- » **Transparent Review Process:** Our well-documented review procedures are accessible and auditable by DEN, promoting trust and accountability.

Cost Effectiveness Impacts

United Airlines Remote Aircraft Parking Pad

The Woolpert team has consistently delivered innovative solutions that reduce costs and accelerate project timelines at DEN. Recent examples include:

- » **Utilization of Crushed North Rubble Yard Material for Cement-Treated Base.** By repurposing existing materials, our team achieved an estimated **cost savings of \$2 million**, reducing reliance on new aggregate sources.
- » **Avoidance of Hauling Unsuitable Material Offsite.** Through strategic embankment north of Runway 17L-35R, we eliminated the need to haul unsuitable material off DEN property, resulting in **\$1.5 million in savings and minimizing environmental impact.**
- » **Constructability Reviews with Contracting Team.** Our collaborative reviews eliminated design ambiguities and potential schedule delays. This proactive approach enabled Taxiway Zulu to be turned over for 757 aircraft operations **1.5 months ahead of schedule**, streamlining construction and improving the overall quality of life for all stakeholders.

Southwest Airlines RON Hangar

Design Optimization

- » Reviewed design drawings to eliminate unnecessary elements.
- » Removed trench drains and aircraft-rated inlets in areas where they were not required.
- » **Estimated Cost Savings: \$1 million**

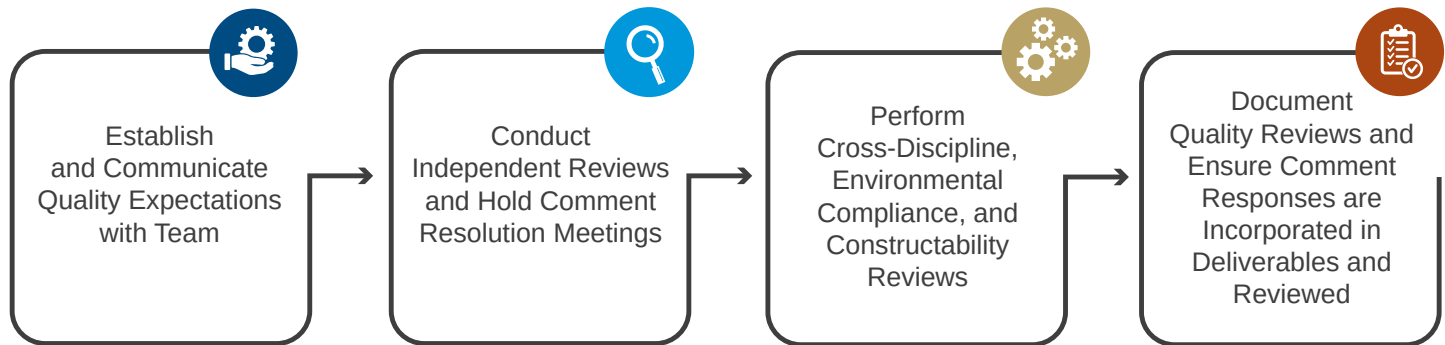
Grading Efficiency

- » Eliminated unnecessary grading for a vehicle service road.
- » **Estimated Cost Savings: \$500,000**

Constructability Reviews

- » Conducted thorough constructability reviews with the contracting team.
- » Eliminated ambiguities and reduced potential schedule delays.
- » **Resulted in streamlined construction and improved quality of life for all stakeholders.**

Quality Control Process



The project contract documents, technical specifications, and quantity calculations will be continuously reviewed for accuracy, consistency, completion, and coordination with the construction drawings.

B. What strategies will you use to minimize errors or re-work that could increase project costs?

To minimize errors and re-work that could increase project costs, Woolpert employs a multi-layered strategy throughout the design and delivery process.

Internal Project Plan. Woolpert uses a customized internal project plan for DEN, incorporating airport-specific milestones, stakeholder requirements, risk assessments, and regulatory checkpoints. The plan is dynamic, evolving throughout the project to maintain alignment with DEN's operational needs and proactively address emerging issues.

Risk Management. During the project kick-off, Woolpert will work with DEN staff, project stakeholders, and the various design disciplines to identify potential risks. We will also leverage lessons learned from previous DEN projects to anticipate recurring challenges (e.g., phasing, utility conflicts, airfield access). Each risk will be categorized and scored based on likelihood and impact, guiding the mitigation efforts. Regular risk review meetings will be held at key milestones and during design coordination meetings to reassess and adjust mitigation strategies.

Constructability Reviews. Each design element is reviewed for how it will be built in the field, resulting in design deliverables that have been thoroughly vetted and that the construction documents are comprehensive. Coordination between design disciplines and contractor trades is emphasized to avoid clashes and reduce re-work.

C. How will consultants and subconsultants adhere to your philosophy?

Woolpert ensures that all consultants and subconsultants adhere to our quality and delivery philosophy through the following strategies:

Onboarding and Expectations: All partners are onboarded with Woolpert's quality standards and DEN-specific requirements. Expectations for proactive communication, documentation, and accountability are clearly defined.

Integrated Team Collaboration: Subconsultants are embedded into the project team structure, participating in design coordination meetings, constructability reviews, and risk workshops. Open channels of communication ensure alignment and timely issue resolution.

Quality Oversight: Woolpert's Quality Control manager review subconsultant deliverables as part of the overall quality control process. Feedback loops are established to ensure continuous improvement and adherence to standards.

Performance Monitoring: Subconsultant performance is tracked against key metrics (accuracy, timeliness, responsiveness). Any deviations are addressed collaboratively to maintain project integrity and client satisfaction.

Right Sizing the Team

A. Outline your process for right sizing the team for each task.

As projects arise, Ben Gonzales will collaborate with DEN to define the scope of work, schedule, and budget. Based on these parameters, he will assign appropriate task managers and technical staff whose expertise aligns with each project's specific needs.



Woolpert’s staffing model is designed to be right-sized for each project and scalable to meet evolving demands. This ensures efficient resource allocation and cost-effective delivery. In the event of unforeseen conditions or specialized needs, Woolpert can quickly mobilize additional experts from our broad pool of professionals across multiple disciplines.



Ben’s deep understanding of his team’s strengths allows him to strategically leverage individual capabilities, fostering a positive team dynamic and allowing for effective project delivery. His leadership ensures that each project benefits from the most qualified personnel, enhancing quality, responsiveness, and client satisfaction.

B. How will you optimize team expertise and capabilities to meet DEN’s project objectives?

Woolpert’s approach to team optimization is rooted in strategic staffing, cross-disciplinary collaboration, and continuous alignment with DEN’s goals. Our strategy ensures that the right people are in the right roles at the right time—maximizing efficiency, responsiveness, and quality.

Ben Gonzales, based in our Denver office, will lead contract management and staffing decisions. Resources are allocated based on technical complexity, stakeholder involvement, and schedule sensitivity, allowing optimal performance and cost-effectiveness.

Woolpert and our teaming partners maintains a deep bench of professionals across aviation planning, airfield design, landside design, architecture, environmental services, and geospatial technologies. When specialized expertise is needed—such as airfield phasing, utility coordination, or sustainability—Ben can quickly mobilize internal experts or trusted subconsultants.

C. How will you ensure your approach complies with the Contract M/WBE goal?

Throughout the contract, Ben will work closely with Rachel Leigh, Woolpert’s M/WBE Compliance Manager, to monitor and ensure adherence to DEN’s 21% M/WBE participation goal. M/WBE tracking and reporting will be integrated into project management workflows to maintain transparency and accountability.

Rachel maintains ongoing coordination and communication with Kathy Garcia and Tonne Elliott from the DSBO regarding other contracts Woolpert holds with DEN. This established relationship ensures continuity and clarity in M/WBE compliance efforts. The overall M/WBE goal for this contract will be thoroughly discussed to confirm mutual understanding and alignment with all compliance requirements.

“Rather than just handing us a few bits of design work, they have given us meaningful work in a variety of areas including special underground structures design, cost estimating, and BIM modeling. Their intent was to make sure we were ready for the designs needed by DEN. Not only helping the Woolpert team but molding us to be an asset on any other team that may go after work at DEN. This is quite selfless and generous.”

- Stan Kobayashi, PE, Principal
KDG Engineering LLC (MWBE)



Managing Subconsultants

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

To ensure that DEN receives the highest-quality services, we use a responsibility matrix. A design manager from each firm will be held accountable for their task order deliverables. We employ a joint approach that includes monitoring quality control and ensuring coordinated design documents between all disciplines.

Our team of experts will develop work plans and initiate communication plans and project team meetings to fully integrate and collaborate with partner firms. We

leave no room for confusion or error, taking the time to explain the work expectations clearly.

We establish regular consultant coordination meetings, use a team portal, and maintain uploads of information throughout the work. The Quality Control Manager, Chris Giessing, will conduct interdisciplinary reviews to ensure each design discipline has developed its work to the appropriate level.

At Woolpert, we are committed to delivering the highest-quality services to our clients. Our interdisciplinary coordination methodology, coupled with our attention to detail and clear communication, ensures that all team members work together efficiently and consistently to achieve DEN's goals.



Why Woolpert?

Members of the Woolpert team have successfully worked at DEN for over 30 years, providing them with strong institutional knowledge, a complete

understanding of DEN's high expectations and procedures, and in-depth relationships with stakeholders and DEN staff that result in a team with a vested interest in DEN's success. Simply put, we serve as a trusted partner to DEN, providing reliable, efficient, and consistent service upon which DEN can depend.

EFFICIENCY AND PRODUCTIVITY:

Institutional knowledge helps streamline operations by providing established methods and procedures for conducting the work. Our team can perform their tasks more efficiently by drawing upon a rich repository of past experiences and proven practices. This knowledge can significantly reduce the learning curve for new employees and minimize time spent on trial and error.

RISK MANAGEMENT: Understanding the history of risk-related decisions, outcomes, and responses at DEN helps us anticipate potential issues and develop effective strategies to mitigate them, which is

particularly valuable considering DEN's busy operating environment where the costs of errors or downtime are high.

BETTER PROJECT OUTCOMES: Our strong relationships with DEN staff and stakeholders contribute to a more collaborative and supportive working environment. This leads to more effective and efficient decision-making and problem-solving processes.

INCORPORATION OF LESSONS LEARNED:

We encourage open feedback from DEN and your stakeholders, providing our team with greater insight into what works well and what could be improved. This feedback is invaluable for continuous improvement and innovation.

COST EFFICIENCY: Our thorough understanding of completing projects at DEN allows our team to provide a fee and schedule that account for all aspects of the project and provide an efficient team that reflects a fee that is in the best interest of DEN.

SECTION 2

DEN EQUITY, DIVERSITY, AND INCLUSION PLAN

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614





DEN Equity, Diversity, and Inclusion Plan

A. Equity, Diversity and Inclusion Strategies.

For over 20 years, Woolpert has been present at Denver International Airport (DEN) and in the Colorado community, fostering robust relationships with small business firms. We always seek to expand our network with new small business partners in all our DEN contracts. Our primary strategy to increase the participation of small/historically underutilized firms in contracting opportunities at DEN is based on leveraging the relationships our team has established in the community over the two-plus decades of working at DEN.

One example where Woolpert successfully leveraged our relationships at DEN to partner with a new small business firm is our work with Tom Richardson, LLC. The founder of the firm, Tom Richardson, previously worked for a company that performed utility locates for projects at DEN. Woolpert built a meaningful working relationship with Tom over the years on several projects and Tom's knowledge of DEN's existing utility systems proved to be invaluable. Tom worked to build his own utility locating business and started his own M/WBE-certified firm. During the first few years of operating as a new business, Tom consistently reached out to Ben to seek out opportunities to work with Woolpert. When an opportunity arose for utility assistance on a tenant project at DEN for United Airlines, Ben reached out to Tom for his team's support. Ben identified an opportunity for Tom Richardson, LLC to demonstrate their capabilities through a successful potholing operation, locating existing utilities in a dynamic and challenging project area; Tom Richardson, LLC, met the objective. Based on Tom Richardson, LLC's efforts, Woolpert has started using their services for other projects at DEN and currently requested Tom Richardson, LLC be part of Woolpert's team for this pursuit.

Similar opportunities in which Woolpert has taken advantage of our relationships as a strategy to partner with new and emerging small business firms recently occurred with Granite Engineering Group (GEG), The Aviation Planning Group (APG), and Aeris

Engineering (Aeris). All three M/WBE-certified firms were founded as small businesses by team members with whom Woolpert has built working relationships with and who have proven themselves at DEN to perform when called upon.

These four examples of partnering with small business firms in the community and upholding a culture of equity, diversity, and inclusion align with Woolpert's core company values. More specifically, these align with our Supportive value which states, *"We respect, trust, develop, and invest in one another. We are honest and open, while having fun and celebrating together."* As we build relationships with small business firms in the community, we stress that teamwork and partnership are at the forefront of our objectives to complete projects at DEN. We view the firms that we partner with as true teammates in which we appreciate their strong work ethic, expertise, honest opinion, questions and concerns, and contribution to the team. We value transparency and emphasize the importance of speaking up and being proactive about issues rather than ignoring problems and reacting to them after the fact. We work to try and create a safe environment in which all team members feel they can speak up and trust that they will be heard and will not face repercussion. And we invest in our partnerships by mentoring our small business partners in how to do business at DEN. This allows the small business firms to not only contribute to the success of our team, but also have an opportunity to prove themselves and gain the skills to pursue their own projects at DEN.

The investment and trust we have built with our small business partners is shown in the long-lasting working relationships we have with each of them, many of which have spanned over a decade. We truly feel we would not be as successful as we have been at DEN without the support of our small business partners and the services they provide. In anticipation of this contract, Woolpert worked to identify our small business partners that best aligned with the scope of services presented in the Request for Proposal. We sought to include both new partner firms and firms with whom we have existing mentoring relationships. As part of



this contract, we have included eight small business firms on our team, seven MWBE firms and one SBE firm. They are:

- » 105 West, Inc. (MWBE)– Surveying
- » Aeris Engineering (MWBE)- Aviation Civil Engineering
- » Aviation Planning Group (MWBE)- Envision
- » Granite Engineering Group (MWBE)- Geotechnical, QA Testing
- » KDG Engineering, LLC (MWBE)- Structural Engineering, BIM Modeling
- » Shrewsbury & Associates (MWBE)- Aviation Civil Engineering
- » Tom Richardson, LLC (MWBE)- Utility Locates
- » Theorem Design Group (SBE)- Structural and Civil Engineering

B. Technical Assistance & Support Services

Woolpert has built a strong mentorship program as part of our DEN delivery approach and works with our small business partners to aid in navigating DEN's evolving needs, processes, and protocols. Woolpert will continue to provide contractual support services and technical assistance for our small business partners in the following areas:

DEN Process and Contract Compliance

Woolpert will conduct kick-off meetings with each subconsultant partner upon contract execution to review compliance guidelines with DEN contract requirements and current DEN processes for proposals, project setup, employee/expense/travel authorization, personnel rates and overhead multipliers, invoicing, payments, project execution, project close-out, and DSBO compliance. Woolpert will also conduct regular meetings (typically on a monthly basis) to hold discussions with subconsultant partners about any changes in processes and review current project status updates regarding budget, scope, and schedule. At these meetings, Woolpert will provide subconsultant partners with an opportunity to bring up any questions or concerns and ensure open communication is maintained within the team.

Invoicing and Pay Application Implementation

In compliance with DEN's contract requirements for invoicing, Woolpert will submit an invoice report every month that provides the following information to DEN:

- » Two-week schedules for the period covered by this invoice
 - » Invoice report
 - » Executive summary
 - » Work schedule(s)
 - » Cost status
 - » Cash flow requirements
 - » Manpower and task completion variance analysis, achieved vs. planned, and any planned or proposed
 - » Schedule or budget revisions or other remedial actions
 - » Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) goals and status
 - » Status of task order
 - » Drawing / document schedule and status
 - » Task / project schedule and manpower status
 - » Task / project activities planned for next month
 - » Monthly task / project activity and accomplishments
 - » Identification and analysis of any scheduling, coordination, or other problem areas
 - » Change order log – approved and pending
- In order to accomplish this invoice reporting, Woolpert will work with subconsultants partners to do the following:
- » Execute subcontracts based on the approved scope and fee from the project proposal and/or change orders
 - » Ensure each team member is approved to work on the project via the PS-B authorization process
 - » Ensure any appropriate expenses or travel are approved by DEN via the PS-C or PS-E authorization processes
 - » Submit invoices that include accurate time and material billings at the approved pay rates and position titles for every team member



- » Submit progress reports with each billing that includes activities completed and upcoming, challenges, concerns, and deliverable status
- » Review and revise invoices as necessary to ensure compliance with DEN requirements (personnel rates, billing period, scope of work performed/billed, contract amount)
- » Submit invoices for DEN review and approval via the Unifier platform and address any comments from DEN
- » Process prompt payment for the approved invoice(s)
- » Report payments in the B2G System
- » Conduct consistent check-ins to ensure scope, budget, and schedule are on track and discuss any concerns
- » Complete required documentation for project close-out to ensure payments have been made, identify any progress payments, complete lien releases, and true-up final subcontract totals

Safety, Security, and Badging Protocols Education

As part of mentoring for the badging process, our Woolpert Project Manager will arrange a meeting with subconsultant partners to get in contact with DEN Security. From there, a member of the subcontractor's firm will be designated as an Authorized Signatory. Once the designated Authorized Signatory has gone through the DEN Security background checks, they will be trained on DEN Security requirements and the badging process. Once they complete the training, they will be able to get select staff on their team trained to obtain DEN Badges.

Quality Control Reviews and Communication of DEN-Specific Requirements

In order to succeed at DEN, a very thorough design process needs to be followed. Woolpert will work with and mentor subconsultant partners throughout the project execution process to ensure all team members understand and achieve the project goals. Our team will work together to define the project's parameters and gather data related to historical as-built data, design assessments, drainage, utilities, electrical, pavement design, phasing, safety/operations, environmental concerns, and any other special considerations. We will develop detailed design tasks to address critical

items and perform constructability reviews to ensure system integration, conflict avoidance, grade constructability, adherence to standards, and the assessment of geotechnical conditions, such as expansive soils.

A step-by-step constructability review meeting will be completed with each subconsultant partner to ensure the designs are thoroughly vetted before getting constructed in the field. This will occur at each design submittal. Additionally, the interface of design disciplines will be reviewed to ensure nothing is overlooked or missed.

The approved scope of work (SOW) will be also evaluated during these reviews to ensure no work is performed outside the scope. If any work is identified outside of the SOW, the Woolpert Project Manager will bring this to the attention of the DEN Project Manager to discuss how to proceed. If DEN approves additional SOW to be performed, the Woolpert Project Manager will request a proposal and fee from the subconsultant partner before the work is performed. Once their proposal and fee are approved by the Woolpert and DEN Project Managers, a change order will be issued to the subconsultant partner and submitted to the DSBO Compliance Project Manager to enter into the B2G reporting system.

All work performed on the DEN property will need to adhere to the DEN Design Standards Manual (DSM). Woolpert will have an internal design kickoff meeting with each subconsultant partner. In the design kickoff meeting, Woolpert will go over the current DEN DSM and other applicable DEN, Federal Aviation Administration (FAA), and City and County of Denver (CCD) standards that must be adhered to during the life of the project.

C. Procurement Process

Our team evaluates and responds to each small business firm under consideration for any solicitation we are pursuing to determine if it is the right fit for the project. We align the project requirements with the firm's qualifications, and if selected, we discuss in detail the scope of services that we plan to utilize the firm to complete. If a firm is not selected for inclusion on a project, we ensure that we provide a debrief as to why they were not selected. We intend to deliver on our promises and right-size our team to ensure that all



small business firms are provided meaningful roles. All too often, we hear from the small business community that a firm selected them to provide services under a contract but were never provided the work. We have built our utilization plan to ensure this does not happen.

D. Communication and Proposer Management.

Effective communication and coordination are crucial for DEN project success. The Project Manager is key to executing and communicating project elements. Strong leadership, experience, and working relationships with staff and team members enable efficient development of project goals. Woolpert will use the following process:

- » Match tasks to small business partner team members' skills and qualifications
- » Clearly explain the expectations for the work, including discussing methodology/approach, communication protocols, and documentation
- » Set a firm schedule and appropriate completion milestones for providing interim products/results within that schedule
- » Conduct reviews of work done by partner firms on an ongoing basis to provide mentoring and guidance for complying with DEN policies, procedures, etc.
- » Allow ample time for the prime consultant to review and comment on products/work efforts
- » Ensure that the subconsultant partner responds to all internal and external comments on their work products

Woolpert has also recently implemented a new process for subconsultant partner management that allows for more open and transparent communication. Woolpert has conducted contract kick off meetings with each subconsultant partner to discuss DEN contract and process compliance and set clear expectations. And Woolpert has set up consistent monthly check-in meetings with each subconsultant to go over any changes in processes and discuss each project to ensure all team members are aligned on scope, fee, budget, schedule, and personnel.

Woolpert has also opened this line of communication to include the DSBO. Not only does Woolpert make an effort to meet regularly with the DSBO Compliance Project Managers to discuss the MWBE status of

projects, but the DSBO Compliance Project Managers have also offered meeting with any subconsultant partners who have any questions or concerns on the processes for M/WBE Compliance. Overall, Woolpert feels this consistent check-in meeting process with subconsultant partners and with the DSBO has significantly improved communication with our and we intend to use this process going forward.

Dispute Resolution

Woolpert diligently fosters a partnership based on teamwork and collaboration with all our small business firms. This approach allows us to avoid performance issues or mitigate any disputes. Our responsibility is to over-communicate and assist our teaming partners when problems arise.

If a dispute arises, we resolve the issue internally with the team and implement a workable course of action that is acceptable to all parties involved. Keys to our process are:

- » To take the matter immediately to the Project Manager or Project Principal (as appropriate). The DSBO will also be notified
- » Investigate the issue and provide a response or initiate a meeting to assist in issue resolution. When a meeting is initiated, we establish a set of ground rules to support a productive outcome, and jointly evaluate options for resolution
- » Seek third-party support to help resolve the matter in the rare occasion that a dispute cannot be resolved
- » Disputes pertaining to Prompt Pay would be handled by involving the DSBO to understand the dispute and mediate a discussion with the subconsultant partner in order to determine a path forward that is acceptable to the DSBO

Reduction in Subconsultant Partner Scope

If the situation arises where the scope of work approved by DEN is reduced and affects work to be performed by a small business subconsultant, the following steps will be followed:

- » Ben Gonzales will request a meeting with the DEN Project Manager and the small business subconsultant to discuss and understand the specific reasons for the reduction in the SOW



- » During the meeting, Ben Gonzales will ask DEN if there are any opportunities to provide any other work opportunities to the small business subconsultant
- » Woolpert Diversity Coordinator, Rachel Leigh, will complete the MWBE documentation and notify the DSBO of the reduction in work
- » Rachel Leigh will coordinate with DSBO if Good Faith Effort (GFE) documentation will be required

Substitution of a Subconsultant Partner

In the case where a substitution is required, prior to a substitution taking place that affects a small business subconsultant the following process will occur:

- » Ben Gonzales will request a meeting with the small business subconsultant to go over the reasons that may require a substitution request
- » The small business subconsultant will be provided the ability to provide reasons and assurances that they can perform the work, and a substitution request is not needed
- » If the small business subconsultant agrees that the substitution is valid, Rachel Leigh will search the DSBO database for small business contractors that qualify for the work that requires a substitution
- » Rachel Leigh will notify the DSBO of the substitution and will follow up with appropriate MWBE documentation for submittal
- » Additionally, Rachel Leigh, will coordinate with DSBO if Good Faith Effort documentation will be required

Termination of a Subconsultant Partner

Throughout the project, Ben Gonzales will be working with the small business subconsultant to ensure that all elements of the work that are to be performed are being completed to the expectations of Woolpert and DEN.

If the need arises for termination of a small business subconsultant, the following steps will be followed:

- » Ben Gonzales will request a meeting with the small business subconsultant and the DSBO to go over the reasons that require a termination
- » The small business subconsultant will be have the opportunity to justify the reasons to contest the termination

- » The DSBO will be provided the opportunity to ensure that the small business subconsultant is being treated fairly
- » If the termination is accepted by all parties involved, Rachel Leigh will work with the DSBO to ensure all the appropriate documentation is completed and submitted to the DSBO for full compliance

Woolpert will actively implement the actions detailed above to ensure full compliance regarding the matters listed above that are within the DSBO's oversight as per the Denver Revised Municipal Code (D.R.M.C.).

E. Past Performance

Woolpert has a strong record of working with our small business partners and DSBO Compliance Project Managers to meet and exceed participation goals. On our 2017 On-Call Airside Design Services contract, our team has achieved over \$1 million in M/WBE participation and is on track to exceed the contract goal by about 3%. On our 2021 On-Call Airside and Landside Design Services Contract, our team has achieved almost \$1 million dollars in M/WBE participation and are projecting to finish out the contract at 27% relative to the 28% goal. Our team has had consistent communication and discussions with our Compliance Project Manager on the contract, Kathy Garcia. We have worked with her to ensure M/WBE reporting is correct, track any necessary good faith effort documentation, discuss means and methods of trying to involve more small business partners, and ensure we are in overall compliance with our M/WBE goal.

On our current 2024 Airfield Design Services On-Call Contract, we are projecting 26% M/WBE participation based on current contract values for the open task orders (which exceeds the contract goal by 2%), and are actively seeking out opportunities to increase M/WBE participation on future projects on the contract with some of the initiatives listed in Prompt G.

Our team also works to ensure we strive for small business participation from the community outside of our contracts with DEN. For the United Airlines Remote Aircraft Parking Project at DEN, Woolpert does not have an M/WBE goal set with CCD since the project is a tenant project. However, we are currently meeting United Airlines' 29.7% diversity goal on the project and work with them to report small business

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Exhibit F

Denver International Airport



participation monthly in their diversity reporting system.

Refer to the table below for more detailed information on the past performance achievements mentioned above.

201737647 DIA Airfield Design Services On-Call Notable MWBE Past Performance			
Goal: 25%			
Current MWBE Percentage Achieved (In Progress): 28.4%			
Total MWBE Dollars Earned So Far: \$1 million			
Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
Task Order 8: Runway 16L-34R Rehabilitation	KDG Engineering Shrewsberry 105 West	26.5%	\$235,464
Task Order 9: Commercial Return Loop Retaining Wall Evaluation	Granite Engineering Group Vine Laboratories (2nd Tier)	54.7%	\$71,894
Task Order 10: Taxiway EE Design	KDG Engineering Shrewsberry 105 West Goodbee & Associates Granite Engineering Group Vine Laboratories (2nd Tier)	29.4%	\$635,711
Task Order 13: Commuter Rail Wall Repair	Granite Engineering Group	36.5%	\$57,198

202158114 DEN Airside & Landside Design Services On-Call Notable MWBE Past Performance			
Goal: 28%			
Current MWBE Percentage Achieved (In Progress): 26.8%*			
Total MWBE Dollars Earned So Far: \$990,000			
Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
Task Order 1: Economy Parking Lot Pavement Rehab (Phase 1)	KDG Engineering Shrewsberry 105 West Granite Engineering Group Pinyon Environmental (2nd Tier) Triunity (2nd Tier)	53.6%	\$343,652
Task Order 3: Runway 17L-35R Complex Pavement Rehab & Electrical Upgrade (Package 1)	KDG Engineering Shrewsberry 105 West Pinyon Environmental	28.0%	\$406,903
Task Order 4: Airfield Service Road Pavement Assessment Services	Shrewsberry	24.9%	\$70,215


202158114 DEN Airside & Landside Design Services On-Call Notable MWBE Past Performance

Goal: 28%

Current MWBE Percentage Achieved (In Progress): 26.8%*

Total MWBE Dollars Earned So Far: \$990,000

Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
Task Order 11: Taxiways F, G, H, and Deicing Pads A, B, and C Rehabilitation	KDG Engineering Shrewsberry 105 West	29.9%	\$104,955

*Currently working actively with DSBO Compliance Project Manager, Kathy Garcia, to reconcile some incorrect B2G Values

United Airlines Remote Aircraft Parking Pad Tenant Project At DEN

UAL Contract Diversity Goal: 29.7%

Current MWBE Percentage Achieved (In Progress): 30.8%

Total MWBE Dollars Earned So Far: \$1 million

Highlighted Task Orders	MWBE Firms	MWBE % Billed	MWBE \$ Achieved On Project
United Airlines Remote Aircraft Parking Pad Project	KDG Engineering Shrewsberry 105 West Granite Engineering Group Sunland Tom Richardson Iris Mitigation and Design	30.8%	\$1,043,439

Some specific past performance examples of fostering the success and growth of small business partners and promoting equity, diversity, and inclusion are listed below:

Providing Growth Opportunities | Granite Engineering Group (GEG)

Since its start in August 2020, Woolpert has teamed with GEG on over a dozen projects at DEN from small-scale studies, to major designs like the Taxiway EE Project, to substantial Quality Assurance contracts for Southwest Airlines and United Airlines. During that time, Woolpert worked with GEG to understand what it takes to meet the high expectations and quality that DEN requires for the longevity of the DEN Infrastructure.

GEG has grown from 2 employees to 38 employees and now performs projects throughout the Colorado

Front Range and even in New Mexico and Texas. Their goal is to expand nationwide. GEG has reached out to thank the Woolpert team on several occasions for their partnership and teaming opportunities to help them grow their business and expand their resume.

Training and Development | KDG Engineering (KDG)

Woolpert recently supported KDG in learning DEN's BIM process including the BIM Execution Plan development and submittal, DSM requirements, CAD and data sheet standards, pipe network requirements, and BIM submittals to DEN Asset Management. Woolpert now depends on KDG's team to complete the BIM submittals on projects. By including KDG in interview and proposal preparation, Woolpert is currently helping mentor KDG to achieve one of their company goals to win a small business engineering on-call contract at DEN as the prime.



Innovative Teaming Strategy- Pinyon Environmental and The Aviation Planning Group (APG)

Woolpert recently started partnering with a small environmental firm, Pinyon Environmental, on our on-call contracts. Pinyon has been instrumental in performing the Envision verification and sustainability scopes of our projects. Although they originally were an M/WBE-certified firm, they graduated from the program in 2023 with a change in ownership. Woolpert utilized an innovative partnering strategy with Pinyon on a recent project to ensure a small business received participation. Woolpert had Pinyon delegate 25% of their scope on the project to an M/WBE-certified firm, The Aviation Planning Group. APG is relatively new to DEN and new to the Envision process. As a result, Pinyon has been mentoring APG to navigate the Envision process and framework on the project and Woolpert has been mentoring APG on the DEN processes and procedures. This innovative partnering strategy has allowed Woolpert to continue to build our relationship with Pinyon and utilize their expertise, while also working to mentor a new M/WBE firm to grow their business.

F. Proposer's Culture

We believe that a diverse team with different perspectives, backgrounds, knowledge, and experiences is essential for a strong company. That's why we foster an inclusive culture where employees are respected, empowered, and encouraged to be themselves. Our I&D strategies include diverse recruitment, diversity awareness, and mentorship opportunities, and inclusive succession planning with community outreach.

Woolpert's I&D Network

The Woolpert I&D network is open to all employees who want to advance inclusion and diversity efforts. Inclusion allows diverse perspectives, backgrounds, knowledge and experience to be heard and is vital for our success. Our core value is Supportive, and it extends to all for a strong and healthy culture. Our network focuses on the following questions:

- » How can we continue to make Woolpert A Great Place to Work through I&D efforts?
- » How can we prevent hiring biases and provide advancement opportunities and diverse candidates?

- » What organizations (non-profits) can we support to create education and opportunities for children and teens who are disadvantaged?

Diverse Recruitment

- » We hire the best by executing a recruitment process that allows us to present diverse candidates.
- » We are committed to building a more diverse workforce. For every one out of two jobs posted, we seek to present a qualified diversity candidate.
- » We identify diverse talent pools through our college recruiting efforts, job postings and career fairs.
- » We conduct an annual salary review to ensure above-market total compensation for all employees.

Woolpert partners with three historically black colleges and universities to develop a pipeline for diverse talent through intern and professional recruiting programs. These colleges, which include Jackson State University, Central State University, and South Carolina State University, are known for their excellent AEG programs and work with Woolpert to engage students in AEG courses and career paths.

Diversity Mentorship Opportunities

Woolpert's Diversity Partner Mentorship Program helps identify roles for diverse business partners during project scoping. The approach is analyzed regularly to strengthen and build new partnerships.

Inclusive Succession Planning

We value diversity and foster talent across the organization through individual development plans. We recognize the importance of having a strong student program.

- » Since 2020, Woolpert has hosted over 47 interns annually.
- » In 2024, more than 60 students participated in our global internship program.
- » In 2023, 88% of interns accepted full-time positions, demonstrating the strength and appeal of our culture and career pathways.



Culture and Engagement

Woolpert supports employees' passions and communities through collaboration and balance.

- » **I&D Network:** This network brings together employees from different roles and regions to weigh in on executive decisions affecting culture.
- » **Community Service and Charitable Giving:** We emphasize individual and corporate charitable interests
- » **Great Place To Work (GPTW) Initiative:** Woolpert follows the GPTW methodology to establish a culture of trust and support. Since 2015, we have been rated a GPTW every year. Our employees are asked if they are treated fairly, regardless of their age, race, gender, and sexual orientation. We consistently score in the 90th percentile for all categories, but our goal is to achieve 100%
- » **Diversity in Leadership:** Our corporate team currently reflects a 33% diversity level at the highest level of leadership. We aim to increase this to 50% in the next 2-3 years

G. Future Initiatives

First and foremost, Woolpert will continually work to improve our current processes and monitor our progress to ensure we deliver on our contract obligations. Woolpert also looks for new initiatives to improve our D&I efforts. Future initiatives include:

- » Adding new small business partners to mentor by utilizing existing working relationships, searching for MWBE-certified firms in CCD's Certified Vendor Directory, networking at community events, and coordinating with the DSBO on opportunities to engage with new firms
- » Attending small business community events to present the work Woolpert does and find new partners to work with such as the Business Development Training Academy, Taking Flight, and the DSBO Equity & Empowerment Council
- » Engaging with a specialized consultant such as Maxx Impact Group, a firm that understands the DSBO mission and small business community

SECTION 3

PROJECT UNDERSTANDING

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614





Understanding the Project

A. Understanding the Scope of Work

Denver International Airport (DEN) is one of the busiest and most efficient airports in the world, renowned for its exceptional service and commitment to continuous improvement. To maintain its world-class reputation, DEN consistently invests in updating, expanding, and sustaining its infrastructure to ensure a seamless passenger experience.

The Woolpert team recognizes the critical importance of delivering infrastructure improvements under an on-call services contract with speed, cost-efficiency, and precision. Our approach is rooted in responsiveness, flexibility, and clear communication—key elements for success in DEN's dynamic environment.

Executing both landside and airside engineering projects at DEN presents unique challenges. The airport's high operational tempo, overlapping project schedules, and the presence of a vast, intricate underground utility network demand a design team that is not only experienced, but also agile and deeply familiar with the airport's infrastructure.

Because construction activities can impact sensitive operations, real-time responsiveness is essential. Our locally based design team is available 24/7 to provide immediate solutions and implement changes—next-day responses are simply not fast enough in this environment.

Woolpert has successfully delivered the full range of services anticipated under this on-call infrastructure contract. More importantly, we understand DEN's operational complexity, internal procedures, and how to deliver practical, effective solutions tailored to its unique challenges.

The RFP identified a general scope of work for projects under this contract. Below we have summarized our understanding and experience with these potential services.

Airfield Pavement Design

Rehabilitation of Airfield Concrete Pavements and Asphalt Pavements

The Woolpert team has completed numerous runway and taxiway rehabilitation projects at DEN. A number of these projects required a short design time frame.

Woolpert's extensive experience with the DEN airfield enables the Woolpert team to prepare all the required design deliverables in a thoroughly vetted manner: Construction Drawings, Technical Specifications, Cost Estimates, Design Analysis Report, Issued For Bid Documents, and Construction Safety Phasing Plan.

We prioritize minimizing operational disruptions and proactively design to avoid rework or change orders—critical in DEN's tightly constrained and high-stakes environment. Our team's understanding of DEN's infrastructure and operational protocols allows us to deliver solutions that are both technically sound and operationally viable.

Airfield Electrical and Lighting Rehabilitation

The Woolpert team brings deep expertise in addressing the unique challenges of electrical design at DEN.

Every design effort must carefully consider impacts to existing electrical systems, NAVAIDS, and communications utilities, while ensuring uninterrupted operations of runways and taxiways outside the work zone. Electrical upgrades and new system designs at DEN are inherently complex, particularly due to the airport's intricate airfield lighting system—one of the most sophisticated in the world. This system includes:

- » Centerline lighting on all taxiways
- » In-pavement guard lights and stop bar lights
- » Controllable stop bars integrated with aircraft detection loops

Woolpert's experience with these systems ensures that Surface Movement Guidance and Control System (SMGCS) routes remain operational during construction, supporting safe and efficient aircraft movement in low visibility conditions.

In addition, the Woolpert team has extensive knowledge working with external stakeholders such as Xcel Energy and the FAA. We work closely with these entities when relocations or upgrades to existing equipment is required. Work is carefully designed and phased to minimize service disruptions during construction.

Drainage

Effective stormwater management is critical to the safe and sustainable operation of airport infrastructure. At DEN, the extensive non-pervious pavement areas, combined with ongoing expansion, present unique and



evolving drainage challenges. Woolpert has extensive experience conducting drainage studies and developing Stormwater Management Plans (SWMPs) at DEN, and understands the nuanced requirements of airport-specific drainage systems.

- » **Standing Water:** Standing water on airfield pavements poses risks to aircraft operations, accelerates pavement deterioration, and attracts wildlife, increasing the potential for bird strikes. It also contributes to algae growth and unintended wetland expansion, complicating environmental compliance.
- » **Deicing Waste (DIW):** The collection and treatment of DIW is both environmentally sensitive and financially demanding. Minimizing exfiltration into groundwater is essential to preserve water quality and maximize the concentration of recyclable glycol, reducing treatment costs.
- » **Revegetation:** The semi-arid, high prairie environment of DEN makes regrowth of disturbed areas challenging.
- » **Master Planned Facilities:** Drainage features must be strategically located to serve current needs while remaining compatible with long-term airport development plans. This requires close coordination with master planning efforts to avoid future conflicts with infrastructure expansion.
- » **Security:** Drainage systems that cross the Airport Operations Area (AOA) perimeter must be designed to maintain airport security. This includes secure culvert designs, access control measures, and coordination with airport security protocols.
- » **Airport-Specific Best Management Practices (BMPs):** BMPs designed for non-airport applications will often not apply to the unique and dynamic airport environment.
- » **Overall Drainage System:** A comprehensive understanding of the entire drainage system—including pond capacities, pipe sizing, and flow conveyance—is essential.

Earthwork

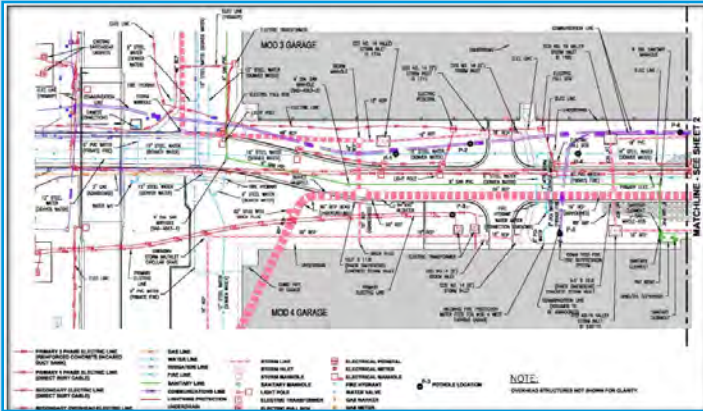
The Woolpert team has been involved with over 3 million cubic yards of earthwork at DEN. The design team will utilize Civil 3D to model the earthwork

accurately. The Woolpert team is able to provide precise earthwork plans that mitigate the highly expansive soil conditions on DEN property. The earthwork models are shared with the earthwork contractor for use in actual construction. Our over-excavation plans consider existing utilities, slope stability, pavement overbuild, and overall constructability understanding of the project area. Based on these models, we can accurately perform quality control checks on the as-built conditions of the DEN standard airfield pavement section as it is constructed from the bottom up. This information is provided to the DEN construction manager to ensure that the pavement layers conform to the specifications tolerances for adherence to elevation and thickness tolerances.

Utility Construction, Relocation, and Rehabilitation

The Woolpert team brings extensive experience with designing and coordinating utility systems across DEN's unique infrastructure. Our work spans a wide range of critical systems and projects, including:

- » **Jet Fuel Distribution System.** Successfully relocated portions of the jet fuel infrastructure to support airfield development while maintaining operational integrity.
- » **Storm Sewer Systems.** Designed stormwater infrastructure for major projects such as Taxiway EE, the Westin Hotel, and the United Airlines Remote Aircraft Parking Pad.
- » **Sanitary Sewer Systems.** Delivered complete sanitary sewer designs for the Westin Hotel, ensuring compliance with city and airport standards.
- » **Water Distribution Coordination.** Collaborated with Denver Water on multiple water system relocations to support DEN's expanding footprint.
- » **FAA and Xcel Energy Coordination.** During the Taxiway EE project, worked closely with the FAA and Xcel Energy to ensure fiber and power lines serving NAVAIDs were successfully relocated where in conflict with taxiway construction, avoiding any operational impacts to these critical systems.
- » **De-Icing System Designs.** Provided design solutions for various de-icing systems to support safe and efficient winter operations.



Utility Relocation | Westin Hotel

The Westin Hotel project required the relocation of a number of existing utilities in the project area.

Utilities to be removed include:

- » Natural gas
- » Portions of potable water and fire protection service water
- » Irrigation
- » Portions of three phase primary and single phase primary electric
- » Secondary lighting electric
- » Portions of the storm sewer

Critical utilities to be relocated include:

- » Portions of the three phase primary electric
- » Portions of the potable water
- » Temporary fire protection service water
- » Single phase primary electric

The Woolpert team collaborated with numerous DEN and external utility stakeholders to ensure no interruption to the critical life systems and overall functionality of the terminal during construction of the Westin Hotel.

Development of Construction Safety and Phasing Plans, All In Accordance With FAA Standards

Phasing Considerations. Phasing of construction at an airport is of utmost importance, given the multitude of factors that can directly impact the facility's functionality, safety, and efficiency. Airports are bustling hubs, and construction work must be phased to avoid hindering critical functions such as aircraft movement, ground support operations, passenger flow, and emergency response. By strategically organizing construction activities, we can ensure a smooth continuation of operations and reduce the potential for interruptions.

Efficient phasing of construction optimizes resource allocation, prevents overburdening any particular aspect of the project, and ensures timely completion of the project. A realistic and achievable project timeline is established to complete the project on schedule. This is crucial for the airport to meet the evolving demands of the aviation landscape.

Regardless of their size, airside projects at DEN must be thoroughly analyzed during design to anticipate potential operational impacts and be phased accordingly. Given DEN's significant role within the National Airspace System, any delays due to construction, whether on the ground or in the air, can have an immediate cascading effect on a nationwide network that is already operating at capacity.

Safety considerations also underscore the paramount importance of effective phasing in airport construction. Construction sites inherently pose risks, and airports are no exception. Properly phased construction enables the maintenance of stringent safety measures throughout the project, safeguarding the traveling public, airport personnel, and construction work alike. This prioritization of safety contributes to an environment where accidents are minimized, fostering a secure working space within the dynamic context of an airport, and instilling confidence in our project's management.

Due to strict FAA Part 139 requirements, phasing cannot interfere with emergency response. Phasing and construction limits may look acceptable on paper, but having DEN ARFF run drills will validate the phasing plan while also maintaining and building on an essential stakeholder relationship.

Safety is the number one priority when planning haul routes during each phase of an airside project. While we understand the need to have the most direct route to save time (and money), sometimes the quickest route is not the safest. The enormous footprint of DEN means that haul routes usually will have to cross numerous taxiways with the potential of haul route drivers getting lost and making wrong turns. Vehicle/Pedestrian Deviations, Surface Incidents and Runway Incursions can be catastrophic, lead to monetary fines, the loss of an Airport Badge, the loss of employment, or temporarily shut down a project. Our team will mitigate potential hazards by coordinating with all



stakeholders during design and by participating in Safety Risk Assessments.

Therefore, completing a thoroughly vetted phasing plan that provides safe, realistic construction durations and results in the contractor completing the construction schedule on time achieves the objective of DEN to be cost-effective.

Roadway Design

Roadway design at DEN requires a deep understanding of drainage systems and strict coordination with the City and County of Denver (CCD) for review and approval. The Woolpert team brings extensive experience in both areas, having successfully led the design of numerous roadway projects across the airport.

Our portfolio includes:

- » **Terminal Bridge Approach Realignment.** Improved traffic flow and access to terminal facilities through strategic redesign.
- » **Peña Boulevard Widening.** Enhanced capacity and safety along one of DEN's primary access corridors.
- » **Airfield Vehicle Service Roads.** Designed and realigned critical service routes to support airfield operations and safety.
- » **Construction Haul Routes.** Established efficient and compliant haul routes across DEN property to support large-scale construction activities.

As Design Lead, Woolpert has coordinated all disciplines involved—hydraulic design, complex super-elevation geometry, utility coordination, and final plan production. Our team ensures that every deliverable meets DEN's standards and regulatory requirements, while optimizing constructability and long-term performance.

Bridge Design

The Woolpert team has been part of the design and construction of a total of eight new bridges at DEN. All eight of the bridges were part of the Westin Hotel project. Two of the bridges were constructed for construction hauling purposes. The two haul routes were constructed to avoid impacting Inbound and Outbound Pena during the construction of the Westin Hotel.

The existing Level 4, 5, and 6 inbound and outbound-Terminal Bridges were required to be removed and replaced to make room for the Westin Hotel.

A portion of the Terminal roads that connected to the Terminal Bridges were rebuilt. During construction, a tremendous amount of coordination was required to ensure minimal scheduling impacts to DEN Employee Busing, Tennant Shuttles, and transportation services to and from DEN.

Parking Facilities

The Woolpert team recently completed a design for The East Economy Lot Rehabilitation Project (EELR) project. The EELR project consisted of a white top-ping of the existing parking lot pavement, the full reconstruction of the bus lanes, full reconstruction and addition of an underdrain system in the area with poor subgrade, adjustment and improvements to the drainage system, adjustment and relocation of existing utilities within the project area, construction of a retaining wall on the east side and the construction of maintenance vehicle storage pads on the south side of the parking lot. The work was phased so operations could continue on the north side of the lot. The work included all major civil disciplines, project management, permitting and construction support.

Structural Engineering Design

Woolpert's extensive experience at DEN has shaped a clear and effective approach to the structural design and analysis of drainage structures, bridges, and air-field infrastructure. This approach aligns closely with DEN's long-term goals for durability, performance, and operational continuity at one of the world's busiest airports.

At the core of Woolpert's success is strong, proactive communication. The team prioritizes early and continuous engagement across all design disciplines, ensuring that input from highly qualified professionals is integrated into every phase of the project. Regular team discussions, open lines of communication, and a willingness to ask questions foster a collaborative environment. The Woolpert Project Manager (PM) plays a key role in this process—providing clear direction, logical task assignments, and consistent follow-up to keep the team aligned and on schedule.

Understanding that structural design is often dependent on geotechnical data, the Woolpert PM initiates early coordination to gather this critical information, minimizing delays and ensuring design accuracy. Similarly, aircraft loading requirements are identified



Geotechnical Investigations and Other Predesign Services | Taxiway Echo/Echo

Soil Conditions and Borrow Source Analysis

A substantial amount of lower select material was needed for the Taxiway Echo/Echo project. The Woolpert team thoroughly analyzed a borrow source on the northern portion of the DEN property, and conducted a detailed analysis of the on-site material for meeting the lower select material. Based on our approach, using the material on-site provided substantial savings compared to hauling material from an off-site borrow source. Additionally, our thorough analysis of the borrow source identified a significant amount of upper and lower select material that will benefit DEN for larger projects such as a future runway. Thus, the material will cost-effectively benefit DEN.

Utilities

During the Taxiway Echo/Echo project, we knew that there were existing fiber lines that serve the FAA NAVAIDS and Xcel Energy electrical lines, which provided power to the northeast corner of the DEN airfield. Such utilities required a well-planned relocation process to ensure that there was no disruption. We followed a step-by-step approach that involved constructability reviews with all DEN internal and external stakeholder including engagement with the FAA and Xcel Energy. This approach helped us produce accurate construction drawings and specifications, which is necessary for all projects at DEN. Failure to follow this approach may have resulted in costly delays and negatively impacted schedules.

early in the process to avoid misaligned design assumptions.

When modifying existing structures, the team conducts thorough reviews of available as-built drawings and performs on-site field visits to verify dimensions and site conditions. Woolpert recognizes that changed conditions are common, especially during construction. The team remains actively engaged throughout the construction phase to address unforeseen issues—such as underground variations—promptly and effectively, helping to maintain project timelines.

Survey and Mapping

The Woolpert team and our trusted surveying partner, 105 West Surveying, has completed numerous design surveys on DEN property. Every project starts with understanding the project limits and project elements that are to be designed and the required survey that is needed to be captured. The key to success is early engagement with the DEN Survey Department to ensure that they are fully aware of the requirements

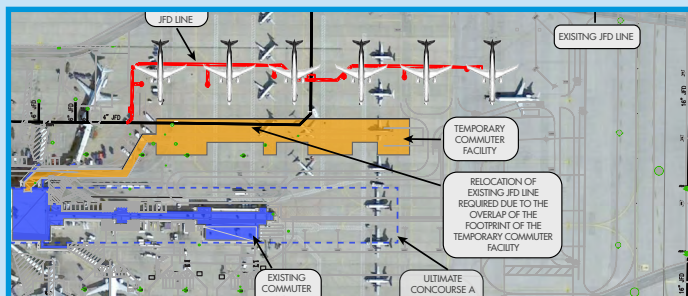
and to weigh in on the design control that will be needed for the project design survey.

Additionally, Woolpert is considered a geospatial industry leader and has numerous mapping technologies to support any mapping requirements for any job that DEN may need assistance with.

Miscellaneous Design Services

Construction Phasing

At DEN, the construction phasing is a complex task that requires meticulous planning. Our primary objective is to ensure safe and efficient aircraft operations, even during seasonal weather. To achieve this, we recognize the crucial role of our stakeholders. Effective coordination with DEN Planning and Development, Maintenance and Operations, Public Safety, Technologies, CCD Building Department, FAA, Air Traffic, airlines, and utility companies is critical to our project's success. We value each stakeholder's input and will identify additional stakeholders during the pre-design meetings, ensuring everyone feels integral



Designed to Address Conflicts with Existing Utilities | Jet Fuel Distribution Relocation

The Jet Fuel Distribution Relocation Project at DEN presented a unique challenge due to its concurrent construction with the Concourse A Commuter Expansion. The City and County of Denver Building Department required the existing JFD main to be relocated to avoid conflict with the footprint of the proposed Commuter Facility.

DEN engaged Woolpert to address this critical need. Leveraging its deep understanding of existing utilities in the area, the Woolpert team swiftly developed a relocation design. This rapid response enabled DEN to maintain momentum on the overall project schedule and avoid costly delays. Woolpert's ability to deliver under pressure highlighted its technical expertise and commitment to supporting DEN's infrastructure goals.

Emergency Engineering and Design Services | Taxiway F and G Rehabilitation

During the 2018 Taxiway F and G Rehabilitation project at DEN, a contractor inadvertently sheared off the lid of a COMM manhole located within the airfield. This incident posed a structural challenge, especially given the aircraft loading requirements in the deice pad areas on the west side of the concourses.

Woolpert's Design Team responded quickly by developing a specialized concrete panel design to serve as a structural bridge over the damaged manhole. This solution ensured the integrity of the airfield surface while accommodating aircraft loads. The design was promptly delivered to the contractor, enabling them to implement the fix without disrupting the construction schedule. Woolpert's rapid and effective response helped maintain project momentum and demonstrated its commitment to operational resilience and airfield safety.

- » Design alterations due to unforeseen circumstances
- » Haul Route adjustments
- » Immediate RFI and submittal reviews
- » Support of DEN Construction Management staff

Update Construction Documents to Reflect As-Built Conditions

Woolpert understands the significant task DEN undertakes in managing the vast number of assets that are all critical to daily operations. An integral part in managing these efforts is ensuring that there is accurate information pertaining to those assets as they currently exist on the airfield. Woolpert takes the accurate progression and documentation of as-built data very seriously in order to support DEN in managing their assets. From site visits, to RFI's, onsite photographs, and data collected via survey to the requirements of DEN's standards, Woolpert will incorporate all these reference points into an accurate as-built record set for DEN's use in managing the important assets at DEN. Woolpert will also ensure that all this information complies with FAA standards, and is formatted and detailed in conformance with final BIM submittal requirements to DEN for project close-out efforts.

to the project's success. We will work with DEN to facilitate the early development of phasing and safety documents. Early discussions of the construction process will help us understand the project's impact on airport operations, maintenance, safety, and security.

Construction Phase Support Services

Construction Administration

The Woolpert team actively engages in the construction administration phase of the projects, including active engagement in pre-construction meetings and weekly construction meetings to ensure the contractor's schedule considers all aspects of the construction. Situations often arise that require immediate attention. Instantly responding to any issues in the field during construction is necessary to ensure no adverse impacts to the project schedule. The Woolpert team has extensive experience responding to the following:

- » Frequent site visits to ensure all aspects of the project are on track



B. Complexity, challenges, and problems involved in planning and performing scope of work

When planning and executing work at DEN, it is essential to have a design consultant team that can think ahead and create a project that meets present requirements while also incorporating flexibility into the design to accommodate future plans. The complexity of each project may not be limited to the engineering design specifications alone. It is crucial to ensure that every project is properly coordinated among all stakeholders to minimize the impact on travelers and prevent any disruption to DEN operations. There are several challenges and complexities associated with this contract, including:

- » An ever-evolving airside and landside program.
- » Increasing infrastructure and facilities to meet the growing demands of passengers.
- » Aging infrastructure and the need for maintenance.
- » A changing aircraft fleet.
- » Deteriorating airfield pavement conditions.
- » Coordinating with DEN departments and stakeholders.
- » Balancing competing DEN department needs.
- » Coordinating interfacing projects.
- » Meeting reduced and shortened project timelines.
- » Working within funding constraints.

C. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work.

Consistent and proactive communication is crucial in order to ensure the success of any project at DEN. This is due to the complex operating environment at DEN. In order to navigate through effective solutions and resolve issues, we follow a defined process that includes defining the problem clearly, brain-storming potential solutions, evaluating these solutions critically, and then implementing and monitoring the chosen solution. Our team members are responsible for evaluating design options, cost differences, constructability of design, and agency compliance challenges. We involve DEN staff, project stakeholders, and consulting team members in the issue resolution process to provide a comprehensive evaluation of alternative solutions. This enables us to arrive at a workable

course of action that meets the needs of DEN and all stakeholders involved.

Another way we address potential problems or challenges is by identifying as many issues as possible at the beginning of the project. We achieve this by developing a Risk Register with a diverse team consisting of stakeholders, DEN staff, and consultants. The purpose of this register is to identify and mitigate project-related issues that may arise. The register is reviewed, tracked, and updated throughout the project.

Woolpert's Support for A380 Airbus Operations at DEN

- » Woolpert modified the layout of the United Airlines Remote Aircraft Parking Pad to accommodate A380 operations on Taxiway Zulu.
- » The team collaborated with DEN to integrate A380 requirements into the Taxiway F, G, and H Rehabilitation Construction Phasing Plans.

SECTION 4

PROPOSED WORK PLAN AND APPROACH

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614





Proposed Work Plan and Approach

A. Proposed effort for completing the work on schedule.

Schedule Control. Effective schedule control requires a detailed project schedule that identifies the required tasks, critical path, and specific milestone dates at the beginning of the project. To control the project schedule, we hold weekly internal meetings to review the project status with the design and management teams. These meetings focus on project progress and identify any activities that are potentially falling behind. They serve as an efficient forum to discuss issues and incorporate timely recovery adjustments to ensure the project's critical path schedule remains secure.

Design Cost Control. A production work plan will be created at the commencement of the project to determine design budgets. This plan will include detailed work hours, costs, and completion milestones. Woolpert has a project control system that continuously tracks actual labor, expenses, and completion percentages to support ongoing cost control. With our proven track record in effectively managing design costs, you can rest assured that your project will be completed on time and within budget.

Controlling design costs requires careful project scoping and effective management of the scope and schedule. Sources of design cost overruns are often caused by scope creep and schedule overruns. To prevent scope creep, it is essential to have a clear understanding of project requirements, identify the issues that need to be addressed, and communicate progress and work efforts consistently.

It is important to only perform the approved scope. It is also essential to use effective, frequent communication with the DEN PM to ensure no scope creep.

Construction Cost Control. Effective construction cost management starts with having a complete and accurate set of plans, specifications, and cost estimates. To ensure that the project is feasible and affordable, our Quality Control team reviews these items for constructability early on in the design process. Construction cost estimates will be prepared and updated as the project progresses and adjusted and evaluated as designs are refined. During the construction phase, our team will proactively monitor

construction issues to minimize potential change orders and ensure the project stays within budget.

Mitigating Delays in Design, Permitting, and Construction

At DEN, every design project requires coordination with multiple departments within the airport and often involves outside agencies. Over time, we have developed a thorough understanding of the approval process and stakeholders involved in the design process. This experience has resulted in relationships with key staff at many of these departments and entities, which makes each subsequent project more efficient due to streamlined coordination.

To ensure that the project schedule stays on track, our staff continues to follow up with the internal and external entities after initial contact, so that decisions are promptly made. It is important to engage all stakeholders at the beginning of a project to respect their respective internal processes. These processes are dynamic, and it is not helpful to assume that they remain constant.

Our team is proactive in identifying the right level of permitting and clearances required for the project. This stems from our experience with DEN and aviation projects in general. Understanding the level of design required for each permit is essential to build the permitting and clearance requirements into the project schedule. Our team emphasizes coordinating planning and design elements with resource impacts that may require clearances or permits. Woolpert has extensive experience scheduling a project to identify early action items that trigger permitting efforts and prioritize those permitting efforts.

Consistent communication with the client and permitting agencies is critical to keeping the process on track and the overall project goals in mind. Our relationships with approving agencies have proved vital to the success of our projects.

As mentioned earlier, our team gives priority to constructability reviews and ensures that construction staff is involved in the review process to identify and eliminate potential issues that could cause delays during construction. These reviews are initiated during the early stages of project planning and involve all



stakeholders. This approach facilitates identifying possible design or logistical issues before construction begins. Moreover, we engage experienced construction professionals in the review process to provide practical insights into construction methods, materials, and sequences. Their knowledge can highlight potential challenges and suggest more efficient alternatives.

Approach to Projects with Aggressive Schedules

Managing projects with aggressive schedules requires a strategic approach emphasizing efficiency, flexibility, and effective resource allocation. To accomplish this, the team develops a comprehensive plan by breaking down tasks, assigning appropriate resources to each task, ensuring constant communication, and utilizing their experience to anticipate and prevent any potential complications that could impede the project's progress and timely completion.

We utilize a rolling look-ahead schedule that will help minimize any deviations. If, due to unforeseen circumstances, any changes need to be made to the project schedule, we will immediately notify DEN and submit a request for schedule adjustment. This request will include a detailed explanation and justification for the proposed change, along with a revised schedule.

Ben's management philosophy emphasizes communication to ensure quality projects are delivered on time and within the budget. He is involved in all aspects of the project, including management, stakeholder coordination, design, and construction. This approach, philosophy, and commitment to quality provide DEN with a program manager who can meet the schedule, work in conjunction with DEN and project stakeholders to inform and address stakeholder concerns early, stay within the project budget, and ultimately construct the project to the satisfaction of the client.

Proven Track Record of Success

Taxiway Echo/Echo
87 Days from Design to Bid
Runway 17L/35R - Package 1
5.5 Months from Design to Bid
Runway 17L/35R - Package 2
5.5 Months from Design to Bid
JFD Relocation Phases 1 & 2
2 Months from NTP to Bid Award

B. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.

Efficient coordination with other consultants and entities is crucial to achieve project objectives. Our approach simplifies communication, maximizes efficiency, and provides appropriate information to interfacing projects and DEN departments.

We will collaborate with DEN to identify project teams that interface with us. The Woolpert team will disseminate project information, gather input, and coordinate activities with the interfacing project teams.

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

Project Management / Organizational Approach

This contract involves collaboration from multiple disciplines to meet project deadlines and budget requirements. Ben Gonzales will oversee the contract and coordinate resources for each project.

Ben will assign task managers and team members for each project element to ensure effectiveness. He and key leaders will work with DEN to prepare project scope, schedule, and budget.

Projects will be divided into elements with trackable deliverables. Progress will be monitored to ensure conformity with objectives, standards, and schedules.

Ben has been involved with airfield design at DEN for the past 25 years, developing valued relationships with DEN personnel and implementing a streamlined process to effectively deliver DEN cost-effective solutions. Ben is a Denver local with a strong history of delivering successful on-call assignments at DEN and deep ties to the local community.

Methodology for Performing the Scope of Work

Project Initiation/Scope Validation. Our team is fully equipped to manage the work required to support DEN's overall implementation goals. We achieve this by prioritizing early planning, scoping, and project set-up. The initiation tasks for the project include:

- » Finalizing prime and subconsultant contracts and task authorizations.
- » Maximizing the expertise of our subconsultant and MWBE partners to ensure that they have meaningful involvement opportunities.



- » Developing a clearly defined scope of work, which includes key project deliverables, milestones, and an organizational chart.
- » Establishing project control procedures to communicate project status and comply with reporting requirements.
- » Identifying all stakeholders and interfacing project teams, and develop a communication plan to support their early and continued involvement in the project.

Investigation. Our team will define the project's parameters and gather data related to historical as-built data, design assessments, drainage, utilities, electrical, pavement design, phasing, safety/operations, environmental concerns, and any other special considerations.

We will develop detailed design tasks to address critical items and perform constructability reviews to ensure system integration, conflict avoidance, grade constructability, adherence to standards, and the assessment of geotechnical conditions (i.e. expansive soils).

Permitting and Clearances. Our team specializes in obtaining clearances and permits for airside and landside projects. We take pride in identifying the necessary level of permitting and design requirements for each project to ensure that the project schedule accounts for the necessary time. We have a proven track record in scheduling a project to ensure that early action items are identified and given priority.

Maintaining consistent communication with the client and permitting agencies is critical to keeping the process on track. Our relationships with the approving agencies have proved vital to the success of our projects. It is of utmost importance to involve them early in the design process, as this step is critical to ensuring that there are no delays with permits.

Design. Our team will complete the plans, specifications, and contract documents to meet all codes and standards and communicate frequently with external agencies like DEN, FAA, Denver Water, and Xcel Energy. We'll prepare a Design Analysis Report, Cost Estimate, Drainage Report, Stormwater Management Report, and Geotechnical Report, hold regular meetings with stakeholders to receive feedback, conduct a final design review with DEN, and finalize the documents for bidding.

Construction Phasing. DEN construction phasing is complex. Careful planning and coordination with stakeholders is critical. Our team will work with DEN to facilitate the development of project phasing and safety documents. The team will review the construction sequencing plan to ensure minimal disruption to existing operations.

Stakeholder coordination involves identifying parties affected during and after project completion. Key stakeholders include DEN Planning and Development, Maintenance and Operations, Public Safety, Technologies, Commercial Properties, CCD Building Department, FAA, Denver Fire, airlines and utility companies. Other stakeholders will be identified in pre-design meetings.

We are prepared to address any concerns or comments from stakeholders. Our plan is designed to work with outside stakeholders such as utility companies, deicing operators, and the fuel farm operator. This ensures that we quickly determine the project impacts outside the project limits, ensuring a smooth and efficient construction process. Our experience has shown how data collection on small items like fuel valve operation or building switchgear operation has avoided operational problems during construction. This gives stakeholders confidence that their concerns are being addressed.

Our team's perspective of stakeholders as partners is a guiding principle. The stakeholder's insights and concerns are invaluable to the project's success. Our ability to respond quickly to their concerns is a commitment. We understand that our approach and schedule performance strategy is only as strong as our partnership with DEN staff and other stakeholders, and we are dedicated to fostering this collaboration.

Bidding and Evaluation. This phase includes a project advertisement, pre-bid meeting, bid opening, and award recommendation. Our team will work with the DEN Project Managers and procurement staff to assist throughout the process. We will analyze the bids and make a recommendation to DEN for the award.

Construction. Woolpert will work with DEN to streamline the processing of RFIs, Change Directives, and Change Orders, manage submittals, and provide updated construction plans indicating "Record Drawing" conditions. We will also assist in project closeout.

Our Approach to Construction at DEN

One of the core principles guiding our work at DEN is ensuring that construction projects are completed within the specified timeframe—without disrupting daily operations, maintenance, safety, or security. We achieve this through:

- » **Early Coordination:** Engaging stakeholders from the outset to align on goals, constraints, and operational sensitivities.
- » **Comprehensive Due Diligence:** Conducting thorough assessments to identify potential risks and operational impacts before construction begins.
- » **Constructability Reviews:** Evaluating design and construction plans to ensure feasibility, efficiency, and minimal disruption.

We proactively assess project impacts on DEN's operations and implement measures to reduce risk, prevent delays, and support smooth execution.

Building Information Modeling. DEN has implemented a BIM program for all design and construction projects with requirements outlined in the Design Standards Manual. A project-specific BIM Execution Plan will be developed in collaboration with the BIM Manager and approved by DEN's Project and BIM Managers.

AutoCAD drawings will be created from a provided AutoCAD template. Other versions can be converted after agreed-upon project milestones.

The Woolpert team has a track record of conforming to the DEN DSM. Our approach requires us to ensure that we verify any updates to the DSM during the design development of the design.

Project Administration. With any DEN project, several project administration tasks need to be coordinated and executed to comply with DEN requirements. These include verifying any updated processes or procedures associated with DEN invoicing, verifying Exhibit B information is up-to-date with all core staff, and complying with MWBE processes as established by DBSO. Our team is well-versed in these processes and coordinates with the appropriate DEN departments to incorporate any new requirements into our projects.

Proper documentation is essential, including PS-B Forms, Letters of Intent, up-to-date Exhibit B, travel authorizations, design submittals for upload to

Unifier, PS-F forms, and project close-out forms (e.g., Statement of Accounting, Affidavit of Completion, and Good Faith letters if required).

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

We use a comprehensive project management system to ensure schedules and budgets are met.

- » A **clearly defined scope of work**, developed with DEN, outlines deliverables and milestones to guide the project and prevent overruns.
- » The **schedule**, built from the scope, includes key tasks and is routinely updated based on stakeholder input.
- » The **budget**, derived from the schedule, is monitored weekly to manage cash flow and address deviations with recovery plans.
- » **Progress reporting** keeps DEN informed, while our **quality control program**—featuring independent reviews—minimizes client review efforts.

Woolpert supports these efforts with tools like AEG365 for resource tracking, Oracle Unifier for invoicing, Bluebeam Studio for team collaboration, and Autodesk Civil 3D for BIM modeling and asset management.

SECTION 5

KEY PERSONNEL AND ABILITY TO RESPOND

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614



Key Personnel and Ability to Respond

We have assembled our team to provide DEN the most extensive pool of technical experts to handle any of the services outlined in the RFP. This team brings a strong understanding of DEN's complexities and coordination requirements associated with airside design and construction.

A. List office addresses and total number of professional/support employees for the Proposer and each Subconsultant.

Woolpert , 720 South Colorado Blvd, Suite 1200-S, Glendale, CO 80246		
P=120	S=62	T=182*
105 West , 4201 E. Yale Ave, Suite 230, Denver, CO 80222		
P=4	S=7	T=11
Aeris , 865 Albion St, Suite 250-18, Denver, CO 80220		
P=3	S=0	T=3
APG , 7694 West Quarto Ave, Littleton, CO 80128		
P=16	S=2	T=18
AtkinsRealis , 4600 S. Ulster St, #1100, Denver, CO 80237		
P=211	S=27	T=238
GEG , 3568 Peoria Street, Unit 606, Aurora, CO 80010		
P=36	S=3	T=39
KDG , 7220 W Jefferson Ave, Suite 406 Lakewood, CO 80235		
P=3	S=0	T=3
Pinyon , 3222 S. Vance Street, Suite 200, Lakewood, CO 80227		
P=88	S=12	T=100
Shrewsberry , 2696 South Colorado Blvd, Suite 460, Denver, CO 80222		
P=86	S=17	T=103
Swanson Rink , 1120 Lincoln St, Ste 1200, Denver, CO 80203		
P=85	S=35	T=120
Theorem , 655 S. Newport St, Denver, CO 80224		
P=	S=	T=5
TRLLC , 41255 Dublin Drive, Parker, CO 80138		
P=9	S=1	T=9

P=Professionals | S = Support | T= Total

*represents Woolpert's Glendale office. Woolpert has 46 offices nationwide; Total employees: 3,000

B. Proposers shall identify the location where work on this project would be performed.

The work will be performed from Woolpert's Colorado office and those of our subconsultants.

Organizational Structure

Our organizational chart is provided at the end of this section. While our organizational chart offers a depth local, national, and specializes resources, our delivery approach is to build a lean and efficient delivery team for each task order issued based on the scope of work required—offering DEN the best value.

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

Role: Surveying.



105 West is a professional land surveying company that provides cost-effective solutions to modern-day survey challenges for clients in the public and private sectors. They've completed over 40 projects for DEN.

Role: Airfield Pavement Design, Construction Safety and Phasing, Construction Support, and BIM



Aeris Engineering specializes in airfield design and engineering solutions across the United States. With over 50 years of combined experience, our licensed professional engineers deliver comprehensive airfield design and engineering services, including runway, taxiway, and apron design and reconstruction. Aeris's team brings a wealth of direct experience from working at DEN from previous employers.

Role: Envision Support

Airport Planning Group (APG)



is a Littleton-based aviation consulting firm specializing in aviation planning, environmental planning, civil design, and construction administration. APG currently holds an on-call planning contract at DEN. Since mid-2023, they have provided software training, developed standards for the planning department, and are initiating an airside vehicle planning study and RFP for the FBO.

On-Call Infrastructure Design | RFP No. 202582715-00 Exhibit F

Denver International Airport



Role: Roadway Pavement Design, Parking Lot Facilities Design, Bridge Design

AtkinsRéalis

AtkinsRéalis (AR) offers comprehensive consulting services to public and private clients facing the challenges of new and aging infrastructure, environmental protection and restoration, sustainability and “smart” growth, as well as program funding. AR has been involved in multiple DEN projects consistently since 2017.

Role: Geotechnical Engineering

Granite Engineering Group

(GEG) was established in 2020

and is located in Colorado Springs, Colorado, with a Denver office. GEG geotechnical design capabilities include foundation systems, soil improvement, pavement design, earth retention systems, geohazards, and slope stability analysis and design. In the past two years, GEG has provided geotechnical services on multiple projects for DEN, including wall repair, building foundations, pavement design, and earthwork evaluations.



Role: Structural Engineering, Utility Design, and BIM



KDG Engineering (KDG) is a professional engineering firm founded in 2009, specializing in structural and civil engineering. They provide services in structural design, bridge inspections, project management, roadway design, site civil engineering, and construction management and administration. KDG has been working at DEN since 2011.

Role: Envision Lead / Mentor

Pinyon Environmental, Inc.

(Pinyon) is a Colorado-based small business with 30 years of experience in environmental consulting. They have worked on several projects at DEN, providing environmental support related to NEPA clearances including resource evaluations for cultural, biological, natural, and wetland resources, energy, sustainability, and resilience.



Role: Civil and Drainage Support



Shrewsberry is a national engineering consulting firm specializing in aviation engineering services such as airfield design, airport planning, construction administration, and project management. They have been working at DEN since 2012. To date, Shrewsberry's DEN experience includes Roadway design, parking areas improvement design, stormwater and water quality infrastructure design, runway and other airfield design, program/project management, construction inspection, and other miscellaneous design services

Role: Mechanical Engineering



Swanson Rink is an engineering consulting firm focused on aviation expertise in mechanical and electrical engineering. DEN and Swanson Rink have worked together since the inception of the airport; from the original design of the fuel farm and concourses, to the Great Hall and recently completed Concourse Expansion projects.

Role: Roadway Pavement Design, Bridge Design, Structural Engineering



Theorem Design Group, Inc. (Theorem) is a Colorado-based engineering firm founded in 2022 to deliver roadway, drainage, and structural design services exclusively for the state's transportation marketplace. Theorem brings over 80 years of combined experience in CDOT and local agency projects including projects for DEN. Although Theorem has not directly worked with DEN since inception in 2022, its three founding principals have all worked on projects at DEN in the past.

Role: Utility Potholing

Tom Richardson LLC (TRLLC)

was founded in January of 2014.

After 25+ years of designating (formerly called locating), Tom believed that design engineering designates should be more than paint and flags on the ground. Tom has been working at DEN since 1999.



Resumes

Our teams' resumes are provided in the Appendix.



Project Manager
Irene St. Martin

Program Director

JD Ingram, PE ¹

Program Manager

Ben Gonzales, PE ¹

MWBE Compliance Manager

Rachel Leigh ¹

QA/QC

Chris Giessing, PE ¹



Consultant Key

- 1 – Woolpert

2 – 105 West (WMBE)

3 – Aeris Engineering (MWBE)

4 – The Airport Planning Group, LLC (MWBE)

5 – AtkinsRéalis

6 – Granite Engineering Group (MWBE)

7 – KDG Engineering (MWBE)

8 – Pinyon Environmental

9 – Swanson Rink

10 – Sherwsberry (MWBE)

11 – Theorem

12 – Tom Richardson, LLC (MWBE)

SECTION 6

COMPANY EXPERIENCE AND QUALIFICATIONS

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614





Company Experience and Qualifications

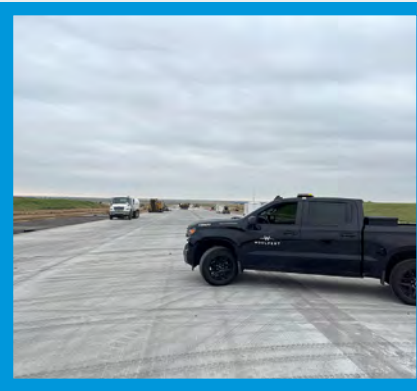
Woolpert (previously doing business as Jviation) is a planning, engineering, architectural, and construction management firm focusing on aviation. Over the past 40 years, Woolpert has established an outstanding reputation for providing comprehensive aviation consulting services to airport clients, including DEN, with whom we have a long-standing and valued relationship. Our design capabilities extend beyond traditional design services to offer our clients key individuals experienced in airspace analysis, vertiport/AAM, air cargo, environmental, GIS, NAVAIDS, sustainability, stakeholder engagement, and in-depth knowledge of FAA regulations, policies, procedures, and personnel.

This expertise translates to a 360-degree perspective and holistic approach to your projects, which yields positive outcomes for DEN, the airport users, and the tenants.

With 300 employees dedicated to aviation-related work nationwide and 70 personnel in our Denver office, Woolpert provides DEN with a depth of local resources and expertise to efficiently and effectively deliver your projects. We are in business to provide you with unmatched responsiveness, and to deliver quality services that will provide timely solutions for your development needs.

A. Include information on previous projects where these services have been provided.

Our experienced team at your airport understands DEN's policies and unique complexities, providing you with tailored solutions and confidence in our services. With our expertise and historical knowledge, we can collaborate seamlessly with your staff and other consultants to ensure timely project completion and implement quality projects.



DEN Taxiway Echo/Echo Design Denver, Colorado

Scope of Work: Woolpert completed the design of the full length of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity and analysis and circuit installation, and full-depth pavement construction.

Challenges: Significant earthwork cuts was required to achieve the necessary taxiway centerline gradient to meet FAA criteria.

In addition, there were multiple FAA fiber and Xcel Energy Utilities in the project limits. These lines serve critical airfield infrastructure, including a Remote Communication Facility, Low Level Windshear Alert System, and Airport Surface Detection Equipment. Effective coordination with the FAA and Xcel Energy was required to ensure that DEN airfield operations were not disrupted during the relocation of these utilities during the construction of Taxiway EE.

Outcomes/Results: To align with FAA funding, the design of this complex project required an expedited schedule with the design being completed in three months.

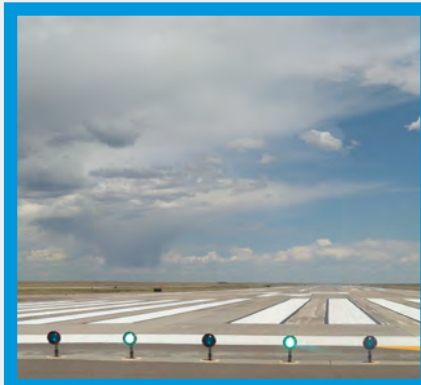
Subconsultants: Atkins (5%), 105 West (5%), Garver (3%), GEG (3%), Goodbee & Associates (2%), KDG Engineering (5%), RockSol (3%), Shrewsberry (10%), Vine Laboratories (1%)

CLIENT/REFERENCE

City and County of Denver
8500 Pena Boulevard
Denver, CO 80249
Brent Nichols, 303.342.2656

CONTRACT VALUE / GROSS FEE

\$44 million / \$2.18 million

**CLIENT/REFERENCE**

City and County of Denver
8500 Pena Boulevard
Denver, CO 80249
Cole Miller, 303.342.2053

**CONTRACT VALUE /
GROSS FEE**

\$29.5 million / \$1.2 million

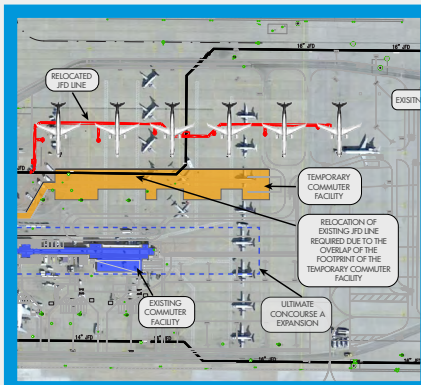
Runway 17L-35R Pavement Rehabilitation and Electrical Upgrade**Denver, Colorado**

Scope of Work: This project included replacing select pavement panels, updating portions of the airfield electrical and lighting system, and relocating supplemental wind cones and CSS I/O cabinets outside the Runway Object Free Area. Woolpert also completed engineering investigations, preliminary and final design services, cost estimating, survey, bidding, and construction administration services.

Challenges: DEN OPS requested to add grooving to the 17L-35R project at Taxiway Intersections P at P6/P7. The challenge was ensuring that the existing panels in the area would withstand the requested grooving. Existing concrete panels are not typically grooved. The design team reviewed every concrete panel in detail on-site during the design. Specific details were developed. Pre-works with the contractor were held to ensure all parties were on the same page before the grooving was completed.

Outcomes/Results: From pilot reports and DEN Operations observations, it appears that extending the high-speed grooving onto the parallel taxiway is having positive results.

Subconsultants: 105 West (8%), Atkins (7%), Halliday Technologies (2%), KDG Engineering (4%), Pinyon Environmental (13%), Shrewsberry (5%)

**CLIENT/REFERENCE**

City and County of Denver
8500 Pena Boulevard
Denver, CO 80249
Brent Nichols, 303.342.2656

**CONTRACT VALUE /
GROSS FEE**

\$7.1 million / \$530,000

Jet Fuel Distribution Relocation**Denver, Colorado**

Scope of Work: Woolpert provided design and construction administration services to relocate a portion of the existing jet fuel distribution (JFD) pipeline on the northeast corner of the Concourse A complex due to a new temporary concourse being constructed. The project consisted of two phases.

Challenges: The relocation of JFD was expedited to synchronize with the expansion of the Concourse A Commuter Facility. This required a creative sequencing plan that took into account the proposed alignment of the JFD pipeline and the staging area required for the Concourse Expansion construction. To stage the projects efficiently, the JFD relocation was constructed from the east to the west while the Concourse Expansion was built from the west to the east.

Outcome/Results: Woolpert received notice to proceed on Phase 1 of the work on March 14, 2017, and delivered design documents three days later. This quick turnaround on Phase 1 enabled DEN to begin construction on the new concourse expansion.

Subconsultants: 105 West (3%), KDG Engineering (7%), Swanson Rink (30%)



CLIENT/REFERENCE

City and County of Denver
8500 Pena Boulevard
Denver, CO 80249
Irene St. Martin, 970.405.3173

CONTRACT VALUE / GROSS FEE

\$25 million / \$878,182

Runway 16L-34R and Taxiway Z Complex Pavement and Lighting Rehabilitation

Denver, Colorado

Scope of Work: Woolpert provided design and construction administration services for the Runway 16L-34R and Taxiway Z Complex Pavement and Lighting Rehabilitation project. Select concrete panels were removed and replaced, select utility structures were adjusted, infield grading was completed, and most of the airfield lighting on the complex was replaced.

Challenges: Two locations on Runway 16L-34R contained bumps that were creating ride quality issues. The pavement layers had to be removed from these locations. The work had to be completed in a high-quality manner to eliminate ride quality issues and not cause a delay in opening Runway 16L-35R on time.

Outcome/Results: Woolpert worked extensively with DEN and the contractor to ensure that every step was discussed prior to completing the removal and replacement of the existing pavement section. Woolpert also conducted extensive on-site observation during the removal and replacement as it was performed. The results were successful in eliminating the ride quality issues, and 16L-34R opened on time.

Subconsultants: 105 West (15%), KDG Engineering (6%), Shrewsbury (6%)



CLIENT/REFERENCE

City and County of Denver
8500 Pena Boulevard
Denver, CO 80249
Bill Poole, 303.342.4518

CONTRACT VALUE / GROSS FEE

\$5 million (Total Project) /
\$485,940

Peña Boulevard Bridge Additions

Denver, Colorado

Scope of Work: The Westin Hotel development area was surrounded by busy public and commercial roads. Woolpert designed two bridges for site access—one over and one under Peña Boulevard—along with a new paved roadway, with structural design by a subconsultant.

Challenges: In order to justify the construction cost of the project, Woolpert prepared a cost-benefit analysis document that detailed the financial and non-financial reasons to construct the bridges and associated haul road versus haul route access being provided on existing roadways. The project was constructed as a Construction Manager/General Contractor procurement method, which allowed for the most compressed schedule possible, as well as contractor input into the design process.

Outcome/Results: The bridges immediately aided in the removal of approximately 220,000 cubic yards of material required to expand the taxiway safety areas associated with Runway 7/25. They were used to haul out the additional estimated 800,000 cubic yards of material required to build the commuter rail station, hotel, and other development south of Jeppesen Terminal, and provided safe access to the site for the contractor throughout the HTC development program.

Subconsultants: TSH (51%), Kumar & Associates (2.5%), Frankie Friends (1.5%), Paragon (1%)

**CLIENT/REFERENCE**

City and County of Denver
8500 Pena Boulevard
Denver, CO 80249
Dave Mashburn,
303.342.2610

**CONTRACT VALUE /
GROSS FEE**

\$600 million / \$750,000
(Woolpert Fee)

Hotel and Transit Center (Westin Hotel)**Denver, Colorado**

Scope of Work: Denver undertook an extensive program to expand and upgrade the terminal facility. The projects in the Hotel and Transit Center (Westin Hotel) included the expansion of the terminal facilities to the south, a 500-room hotel and conference center, a commuter rail station, a signature commuter rail bridge at the terminus of a commuter rail line that connects the Airport to downtown Denver, and an open air plaza space that includes new concessions and other leasable space.

Woolpert was a subconsultant to the program manager, and was responsible for the overall site civil aspects. Woolpert directed survey, geotechnical analysis, and other efforts to determine the existing conditions at the site. This information was combined with existing data to develop a comprehensive data set for all design efforts.

Challenges: Part of the Westin Hotel required relocating several critical utilities from what was once referred to as the T1 Road corridor between the Mod 3 West and Mod 3 East Parking Garage entrances. Critical utility services were relocated to provide continued service throughout the Hotel construction. Critical utilities that were relocated included:

- » Portions of the three-phase primary electric
- » Portions of the potable water
- » Temporary fire protection service water
- » Single phase primary electric

These critical systems required a step-by-step approach to ensure that all aspects were accounted for during the development of the construction sequencing/phasing for relocating each utility. A number of these critical utilities affected numerous life safety systems. These systems required no interruption to ensure DEN could continue functioning without interruption. The Automated Ground Transportation System (AGTS) was also impacted. External utility stakeholder engagement with Xcel Energy and Denver Water was needed to relocate their utility systems under the Commuter Rail platform.

Outcomes/Results: This complex project required extensive coordination with all the consulting firms working on the project to ensure full communication and integration of the project elements. Woolpert held weekly meetings during the design phase with DEN staff, consultant staff, and program management staff to ensure effective coordination.

In addition, key members of Woolpert co-located with the program management team to streamline coordination. During construction, Woolpert had dedicated staff working with the Contractor to assist with any critical elements.

Subconsultants: Woolpert was a subconsultant to the program manager, Parsons on this project.



East Economy Lot Rehabilitation

Denver, Colorado

Scope of Work: Completed in 2023 as part of DEN's Airside/Landside Combined Design On-Call contract, the EELR project was led by Woolpert as the contract prime, with Atkins serving as the Engineer of Record. The project involved comprehensive rehabilitation of the East Economy Lot, including:

- » White topping of existing parking lot pavement
- » Full reconstruction of bus lanes
- » Installation of an underdrain system in areas with poor subgrade conditions
- » Drainage system adjustments and improvements
- » Utility adjustments and relocations within the project area
- » Construction of a retaining wall on the east side of the lot
- » Development of maintenance vehicle storage pads on the south side

Challenges/ Outcome/Results: To maintain operational continuity, the project was strategically phased, allowing the north side of the lot to remain in use during construction. The Woolpert Team managed all major civil disciplines, including project management, permitting, and construction support, ensuring seamless coordination and delivery across stakeholders.

Subconsultants: 105West (14%), Atkins (42%), GEG (4%), KDG (10%), Pinyon (6%), Shrewsberry (7%), Triunity (14%)

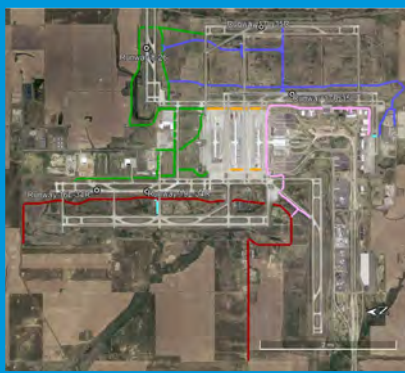
CLIENT/REFERENCE

DEN JAG Logistics Office
26100 E 68th Ave Suite 280 |
Aurora, CO 80019
Alec Wiczorek, PE, CACM
303.709.3198

CONTRACT VALUE /

GROSS FEE

\$15M/\$653,750



Airfield Service Road Assessment

Denver, Colorado

Scope of Work: Completed in 2024 as part of DEN's Airside/Landside Combined Design On-Call contract, The Airfield Service Road Assessment project was led by Woolpert as the contract prime, with Atkins serving as the Engineer of Record. The project included the evaluation of existing airfield service road pavement conditions for the Limited Access Routes and Vehicle Service routes.

Challenges/Outcome/Results: The project staff utilized a vehicle mounted 3D Laser Crack Measurement System (LCMS) sensor. The goal was to update DEN's PAVER system pavement management system software inventory and monitor the condition of the pavement, as well as perform PCI inspections of all pavements.

Atkins utilized this information to develop a five-year capital improvement plan to prioritize reconstruction, maintenance and rehabilitation needs.

Subconsultants: Atkins (69%), Shrewsberry (24%)

CLIENT/REFERENCE

City and County of Denver
8500 Pena Boulevard
Denver, CO 80249
Cole Miller, PE, C.M.,
303.342.2053

CONTRACT VALUE /

GROSS FEE

\$281,497.17



B. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.

Woolpert Methodology

The Woolpert team's methodology centers on constant communication with DEN's internal and external stakeholders throughout design and construction. Our design team has extensive experience engaging DEN stakeholders to ensure their needs and concerns are fully addressed. We recognize that lack of communication can lead to misunderstandings and missed expectations, so we prioritize transparency and collaboration. Our approach respects each stakeholder's processes and objectives, including external partners like the FAA, Denver Water, and Xcel Energy. By involving them early and consistently, we help prevent disruptions to infrastructure and operations, ensuring project success.

Our communication process follows a step-by-step design approach that keeps all stakeholders aligned. This straightforward methodology has been key to our success in delivering high-quality projects at DEN, where expectations are consistently high.

Challenges that Typically Arise

Every project at DEN must be carefully planned to minimize disruption to the traveling public. Runway closures for rehabilitation require short construction durations to meet airline schedules, while road rerouting or parking lot closures must accommodate passengers rushing to catch flights. These efforts demand detailed coordination and thorough vetting of the construction schedule to ensure smooth execution and a successful outcome.

Minimizing impacts to DEN's extensive utility infrastructure is a key challenge. Utilities span both Landside and Airside areas and must remain fully operational during construction. Striking an unaccounted-for utility can cause serious delays and cost overruns. To mitigate this risk, we conduct thorough site investigations, coordinate closely with utility stakeholders, and perform utility potholing to ensure accurate utility mapping and safe execution.

Another common challenge is completing earthwork, which requires geotechnical analysis as early as

possible. This involves geotechnical drilling, and in certain areas of DEN, a FAA Form 7460 must be submitted to ensure drilling does not impact airspace. Early submission of the 7460 is critical to avoid delays and to understand soil conditions, which inform necessary mitigation strategies for successful project execution.

One key challenge is identifying suitable on-site material for pavement support. If the existing soil is unsuitable, a borrow source within DEN must be located, analyzed for quality and quantity, and potentially permitted—steps that must be addressed early in design to avoid delays. Another critical factor is navigating the permitting process. Timely design submittals, review cycles, and approvals are essential to keep construction on schedule. Additionally, stakeholder processes may evolve, so maintaining constant communication ensures new requirements are understood and integrated, supporting a smooth and successful project delivery.

Lessons Learned

Project Communication & Coordination

- » Maintain communication with the DEN Project Manager.
- » Keep all stakeholders informed of utility adjustment plans before execution.
- » Meet with CCD reviewers early to gather feedback before formal review.
- » Submit FAA Form 7460 for geotechnical and survey investigations early.
- » Schedule geotechnical drillers as soon as possible
- » Develop construction phasing from day one.
- » Eliminate all assumptions.

Scope and Invoicing

- » Do not perform work outside the Scope of Work.
- » Ensure alignment on the invoicing process.
- » Avoid falling behind on invoicing.

Design and Constructability Review

- » Perform thorough design constructability reviews.
- » Review design interface between disciplines to avoid missed elements.
- » Provide realistic construction durations.
- » Provide detailed traffic re-routing plans for VSRs and landside roadway.



Utility Structure Investigation and Adjustment

- » Treat each utility structure as a unique case.
- » No structural adjustment is the same, even for identical utility systems.
- » Conduct thorough investigations of each utility structure:
 - Video the structure.
 - Measure pipe depths, inverts, and wall dimensions.
 - Perform multiple field visits if needed.
 - Perform utility potholing of existing utilities.

Earthwork and Geotechnical

- » Complete over-excavation plans and cross-sections for contractor clarity.
- » Review geotechnical report and align with specifications and plans.
- » Perform swell tests on borrow material to meet P-152 specs.
- » Conduct lab tests to determine correct cement content for CTS layer.
- » Perform geotechnical studies of borrow sources for P-152 compliance.

Construction Documentation and Tracking

- » Create a quantity book detailing how each pay item quantity was derived.
- » Verify all units are correct.
- » Ensure plans allow contractors to perform accurate quantity takeoffs.
- » Track contractor schedules to identify potential issues.

Expected Level of Assistance Required from the Client to Accomplish Each Specified Task

The Woolpert design team will require the client to help us with the following items:

Stakeholder Coordination and Communication

- » Coordination meetings with all internal stakeholders impacted by the projects.
- » Constant communication and coordination in developing Construction Phasing plans.
- » Inform team of any new processes or procedures.
- » Communication to ensure work outside the approved SOW is not performed without approval.

- » Communication to ensure all aspects of invoicing are in order.
- » Support to get approval for PS-B forms and updated Exhibit B to keep invoicing on schedule.

Site Access and Field Work

- » Allow Design Team early access to project site for initial engineering site walks.
- » Coordinate escorts for access to areas requiring partial Runway/Taxiway closures for survey and inspection.
- » Submit a 7460 ASAP to obtain approval for geotechnical drilling and utility potholing.

Scope and Documentation Review

- » Review all scope elements after initial site walks to ensure alignment with DEN objectives.
- » Identify any out-of-scope elements.
- » DEN to provide all records associated with project areas (as-builts, geotechnical reports, pothole info, PFAS data, etc.).

Technical and Permit Support

- » Provide Bid Tabulations from recent awarded projects for cost estimate development.
- » Issuance of Letter Of Authorization (LOA) for CCD permit review.
- » Permission to meet with CCD for SWMP permit for Earthworks.
- » DEN to provide updated LIDAR for the project area.

Utility Coordination

- » Permission to discuss FAA utility locations and potholing with FAA Tech Ops.
- » Permission to discuss XCEL Energy primary lines and request potholing permissions.
- » Permission to perform potholing on all other DEN-owned utility systems.
- » Permissions to discuss JFD utility adjustment with appropriate stakeholders.
- » Provide assistance with Denver Water coordination for work near their infrastructure.

Design and Construction Support

- » Provide panel IDs for new airfield concrete panels.
- » Include all Design, Engineering, and Construction stakeholders in coordination.

APPENDIX A

KEY PERSONNEL RESUMES

ON-CALL INFRASTRUCTURE DESIGN | RFQ NO. 202580614





BEN GONZALES, PE
Program Manager

Ben has a diverse civil engineering background, including experience in aviation, land development, and public works. He is adept at designing projects on active airfields and coordinating multiple components and team members so as not to impact design and construction schedules. He has spent much of his aviation career managing projects at DEN. Ben strongly encourages constant

communication throughout the design and construction process to ensure that all internal and external stakeholders are always on the same page. The goal is to remove all design process ambiguities to minimize additional costs and delays during construction. This proactive approach provides DEN with a successful project for all those involved.

Project Experience

Taxiway Echo/Echo Design, DEN, CO. Project Manager for the full length design of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. Significant earthwork cut was required to achieve the required taxiway centerline gradient to meet FAA Airport Design Group V criteria. The design was completed in three months to meet FAA's schedule.

Runway 17L/35R Complex Pavement Rehabilitation and Electrical Upgrade, DEN, CO. Project Manager for the rehabilitation of the taxiway lighting systems and selective replacement of concrete plans that were in poor condition.

United Airlines Remote Aircraft Parking Pad, DEN, CO. Project Manager for the design of a new aircraft parking pad sized to fit 20 A321/Max 10 aircraft and smaller, or 10 777-3 aircraft. Design considerations included subgrade

stabilization, construction safety and phasing, demolition, erosion control, grading, drainage, geometry, pavement section design and alternatives, concrete jointing, pavement markings, airfield and airplane specific electrical needs, airfield lighting and signage, and a vehicular access road.

Jet Fuel Line Relocation, DEN, CO. Project Manager responsible for the Jet Fuel Line relocation. Phase 1 consisted of modifications to the existing JFD alignment underneath the proposed temporary commuter facility-building footprint. Phase 2 included the construction of a new jet fuel line to the north of the new building and the isolation of the existing jet fuel line located under the building. In addition, six new hydrant fueling pits were installed to serve the new aircraft gates associated with the new building.

Rehabilitation of Taxiway F and G Pavement and Lighting, DEN, CO. Project Manager. Managed the rehabilitation of concrete panel replacement and adjusted pavement fillets as needed for upgrading from

YEARS EXPERIENCE

35

YEARS WITH FIRM

18

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
37608

Group IV to Group V. The project included a complete rehabilitation of the entire airfield electrical system and miscellaneous grading and drainage improvements.

Runway 16L-34R and Taxiway Z Rehabilitation, DEN, CO. Project Manager. Provided engineering investigations, preliminary and final design services, cost estimating, survey, bidding services, and construction administration services for this project.



JD INGRAM, PE
Program Director

JD is a 30-year veteran of the aviation industry and has a broad range of experience in all aspects of airport engineering, including assisting Airport Sponsors through the full life-cycle of a project from planning through construction. JD has been the project manager on more than 100 projects totaling over \$600 million in construction value.

JD's has been involved with DEN projects since the airport's inception in 1995.

Project Experience

Runway 16L-34R and Taxiway Z Rehabilitation, DEN, CO.

Principal-in-Charge for the panel removal and replacement, joint seal replacement, and airfield lighting upgrades throughout the complex.

Taxiways F & G Complex Pavement, Lighting and Safety Areas Rehabilitation, DEN, CO.

Principal-in-Charge. This project included the rehabilitation of Taxiway lighting systems and selective replacement of concrete panels in poor condition.

Runway 1-19 Reconstruction, Jackson Hole Airport, WY.

Principal-in-Charge for the reconstruction of Runway 1-19. Phase I evaluated the existing runway pavement section, airfield FAA standards, potential surface run-off collection systems and mitigation/treatment systems for future runoff that may contain deicing products. Phase 2 included producing environmental documentation, along with soils testing and modeling.

Runway 16L-34R Asphalt Overlay, Salt Lake City International Airport, UT.

Project Principal. Key elements of the project include geotechnical analysis, non-destructive testing and structural analysis, utility coordination, design coordination with other ongoing projects, electrical coordination, construction phasing and sequencing, and construction administration best practices integration.

Mineta San Jose International Airport, ADA Compliance; CA.

Project Manager. Reviewed, verified and implemented solutions to numerous accessibility issues identified to be non-compliant with federal and local regulations and requirements. The non-compliance items were located within the FIS Facility, Administration Parking Lot, Parking Lots 1 and 5, Terminal A and B, Terminal A+, and the Terminal A and B Garages of the Airport.

YEARS EXPERIENCE

38

YEARS WITH FIRM

18

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
33181

Hotel and Transit Center; DEN, CO.

Principal. Oversaw the design of the enabling projects associated with the South Terminal Redevelopment Project (STRP) at DEN. The enabling projects designed/constructed to prepare the site for the construction of the RTD Commuter Rail Platform and the Hotel that are part of the STRP.



CHRIS GIESSING, PE
QA/QC

Chris has been working in the field of airport design and construction since 2001. He is the Aviation Market's Quality Control Manager and oversees the Quality Control Program. He is responsible for ensuring that all design deliverables are vetted through the quality control process. In addition to his responsibilities as Quality Control Manager, Chris serves as a project manager on federal and non-federal projects. His primary duties

include project planning and coordination with the airport authorities, FAA, various state agencies, management of design teams, and all project administrative requirements. Prior to a career in airport design, he worked for three years as a construction claims consultant preparing entitlement claims on heavy civil construction projects resulting from contract disputes.

Project Experience

Runway 17/35 Rehabilitation (Design), Salt Lake City International Airport, Salt Lake City, UT. Quality Control Manager for the rehabilitation of Runway 17/35 and Taxiways P and R. Runway 17/35 is approximately 9,600 feet long with paved shoulders. The rehabilitation consisted of profile milling two inches of existing asphalt and replacing it with three inches of hot mix asphalt (HMA). The shoulders received a one-inch overlay.

Runway 16L-34R and Taxiway Z Rehabilitation, DEN, CO. Quality Control for the panel removal and replacement, joint seal replacement, and airfield lighting upgrades throughout the complex.

Taxiways F & G Complex Pavement, Lighting and Safety Areas Rehabilitation, DEN, CO. Quality Control Manager for the rehabilitation of Taxiway lighting systems and selective replacement of concrete panels in poor condition.

Runway 1-19 Reconstruction, Jackson Hole Airport, WY.

Quality Control Manager for the reconstruction of Runway 1-19. Phase I evaluated the existing runway pavement section, airfield FAA standards, potential surface run-off collection systems and mitigation/treatment systems for future runoff that may contain deicing products. Phase 2 included producing environmental documentation, along with soils testing and modeling.

Runway 16L-34R Asphalt Overlay, Salt Lake City International Airport, UT.

Quality Control Manager. Key elements of the project include geotechnical analysis, non-destructive testing and structural analysis, utility coordination, design coordination with other ongoing projects, electrical coordination, construction phasing and sequencing, and construction administration best practices integration.

YEARS EXPERIENCE

26

YEARS WITH FIRM

15

EDUCATION

MS, Civil Engineering
BS, Civil Engineering

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
44293

Commercial Air Carrier Apron Reconstruction, Eagle County Regional Airport, Gypsum, CO.

Quality Control Manager. Woolpert started EGE's five-phase, \$25 million apron reconstruction project in 2011. The apron's existing pavement was rapidly deteriorating and generating an excessive amount of foreign object debris; an extensive study determined Alkali Silica Reaction to be the cause.



RACHEL LEIGH
MWBE Compliance Manager

Rachel draws on her vast and varied experience to effectively coordinate and manage all aspects of aviation engineering projects. She is a key part of this team's ability to deliver projects that are on time, within budget, and in compliance with client expectations and applicable requirements/assurances. Her civil/transportation engineering background enables her to meet a variety of overall and task-level project requirements: budget and

contract management, project documentation, pay application reviews, invoice and project status reporting, cash flow development, permit submittals and tracking, document control, meeting agendas and minutes, subconsultant management, and coordination of disadvantage business enterprise requirements for DEN.

Project Experience

United Airlines Remote Aircraft Parking Pad, DEN, CO. Deputy Project Manager. Invoice preparation and processing, diversity reporting and tracking, cash flow development and maintenance, subconsultant management, contract administration and compliance, permit submittals and tracking.

Runway 17L-35R, Taxiway EE, Economy Lot, and VSR Pavement Projects, DEN, CO. Unifier / Textura and MWBE Administrator. Invoice processing, construction submittal administrator, RFI processing, MWBE compliance, B2G compliance, MWBE tracking, PS-F, PS-B, and Exhibit B coordination, and project close-out reporting, Statement of Accounting, Affidavit of Completion, and change order work forms.

Runway 7-25 Rehabilitation and Taxiway F and G Pavement and Lighting Rehabilitation, DEN, CO. Deputy Project Manager/ MWBE Administrator. MWBE/

B2G Compliance, project controls, budget management support, contract administration and compliance, invoice and project status reporting, change order support, personnel and expense/travel authorization management, resource management support, subconsultant management, project setup and closeout, permit tracking support.

Chemical Storage Building, Southwest Airlines, DEN, CO. Deputy Program Manager. Project management, stakeholder engagement, design coordination and oversight, coordination with Denver Fire Department, project controls, budget and schedule management, cash flow support, change order coordination, contractor pay app reviews, invoice reviews, permit submittals and tracking (including modified and deferred submittals), MWBE compliance oversight, meeting facilitation and minutes, project closeout, DEN tenant improvement project process facilitation, hazardous material inventory support.

YEARS EXPERIENCE

11

YEARS WITH FIRM

5

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Engineer-in-Training

Cargo Facility and General Use Building, Southwest Airlines, DEN, CO. Deputy Program Manager. Project controls, document control, permit submittals and tracking (including modified and deferred submittals), cash flow development and maintenance, assistance with project budget management, contractor pay application review, invoice review, change order coordination, MWBE compliance oversight, meeting minutes, project closeout.



JON WEEKS, PE
Airfield Pavement,
Roadway Pavement, Parking
Facilities, & Bridge Design

Jon has 27 years of experience in civil engineering for projects throughout the front range, including over 16 years working at DEN. He has served as a project manager and/or the lead engineer for aviation, residential, commercial, and industrial development projects. His varied background provides DEN with a well-rounded

perspective when implementing projects.

Jon has a strong working knowledge of DEN's standard requirements for grading, drainage, and water quality design and the associated permitting which streamlines the approval process.

Project Experience

Pond 001 Expansion, DEN, CO. Design Manager for the pond expansion. Major elements included the excavation of the pond, installation of a pond liner, construction of a diversion structure, construction of a pump station, and construction of all necessary underground piping and controls.

Taxiway F&G Rehabilitation and Lighting Improvements, DEN, CO. Design Engineer responsible for supporting the panel replacements, drainage analysis, and associated drainage improvements required.

United Airlines Remote Aircraft Parking Pad, DEN, CO. Project Engineer for the design of a new aircraft parking pad sized to fit 20 A321/Max 10 aircraft and smaller, or 10 777-3 aircraft. Design considerations included subgrade stabilization, construction safety and phasing, demolition, erosion control, grading, drainage, geometry, pavement section design and alternatives, concrete jointing, pavement markings, airfield and

airplane specific electrical needs, airfield lighting and signage, and a vehicular access road.

Taxiway Echo/Echo Design, DEN, CO. Project Engineer overseeing the design of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. Significant earthwork cut was required to achieve the required taxiway centerline gradient to meet FAA Airport Design Group V criteria. The design was completed in four months to meet FAA's schedule.

66-inch Storm Sewer Bore, DEN, CO. Deputy Project Manager responsible for designing a storm sewer pipe under major roadways at great depths using bore pipe methods.

Hotel and Transit Center, DEN, CO. Drainage Engineer. Developed a General SWMP to cover construction activities. The multi-faceted expansion program consisted of multiple integrated projects. Due to the integrated and overlapping

YEARS EXPERIENCE

27

YEARS WITH FIRM

16

EDUCATION

BS, Civil Engineering

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
38988

nature of the STRP projects, the General SWMP was prepared to provide a baseline for the program as a whole and to provide a framework to facilitate the administration of stormwater management and permitting as this complex program was implemented.

**SETH KURTZ, PE**

Airfield Pavement, Roadway Pavement, Construction Safety & Phasing, Construction Support, Geotechnical

Seth has been working in civil engineering, geotechnical engineering, and materials testing since 2006. Before joining Woolpert, Seth spent three years in the geotechnical and materials testing field and was involved with various construction projects throughout Colorado, including construction administration at several airports.

Moreover, Seth's extensive experience extends to a variety of airport projects, including runway and taxiway extensions, complete runway rehabilitation and reconstruction, construction of a new parallel taxiway, and various maintenance projects. This breadth of experience underscores his ability to handle complex and diverse tasks easily.

Project Experience

Maintenance Hangar at DEN, Southwest Airlines, CO.

Construction Manager. Woolpert served as the program manager for Southwest Airlines in the design and construction of a new 130,000 square-foot maintenance hangar. The hangar has space inside for three Boeing 737 aircraft for parking outside for eight more. Oversaw the CMAR contractors to ensure the program met Southwest Airlines' intent and desires as well as complied with DEN's needs and requirements.

United Airlines Remote Aircraft Parking Pad, DEN, CO.

Materials specialist responsible for the design of a new aircraft parking pad sized to fit 20 A321/Max 10 aircraft and smaller, or 10 777-3 aircraft. Design considerations included subgrade stabilization, construction safety and phasing, demolition, erosion control, grading, drainage, geometry, pavement section design and alternatives, concrete jointing, pavement markings, airfield and airplane specific electrical needs,

airfield lighting and signage, and a vehicular access road.

Taxiway Echo/Echo Design, DEN, CO.

Materials Specialist. Assisted with the full length design of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. Significant earthwork cut was required to achieve the required taxiway centerline gradient to meet FAA Airport Design Group V criteria. The design was completed in four months to meet FAA's schedule.

Runway 16L/34R Rehabilitation, Salt Lake City International Airport, Salt Lake City, UT.

Construction Manager. This project consisted of design and rehabilitation of Runway 16L/34R including connector Taxiways H3 through H12. Rehabilitation included repairing pavement distress as well as minor corrections in grading. Responsible for design of runway and taxiway pavement section, geometry, lighting, signage, striping, construction traffic control,

YEARS EXPERIENCE

19

YEARS WITH FIRM

15

EDUCATION

BS, Engineering and Technology Management
BS, Geological Engineering

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
46522

airfield access, and phasing. Seth assisted with preparing construction documents that included construction plans, contract documents, specifications, engineer's report and construction estimate, modifications to the specifications, and a construction safety and operational plan. During construction, Seth performed construction management items associated with the project.



JAMES MOREHEAD, EIT
Airfield Pavement Design,
Roadway Pavement Design,
Construction Phase Support,
BIM, Utility Locating

Project Experience

Runway 17L-35R Runway and Lighting Rehabilitation, DEN, CO. Civil designer for replacing select pavement panels, updating portions of the airfield electrical and lighting system, and relocating supplemental wind cones and CSS I/O cabinets outside the Runway Object Fee Area.

Taxiway Echo/Echo Design, DEN, CO. Civil designer assisting with the full length design of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. Significant earthwork cut was required to achieve the required taxiway centerline gradient to meet FAA Airport Design Group V criteria. The design was completed in three months to meet FAA's schedule.

Taxiway F & G Rehabilitation and Lighting Improvements, DEN, CO. Civil designer responsible for supporting the panel replacements, drainage analysis, and associated drainage

James is an Engineer-in-Training with 24 years of civil engineering experience in drainage and airport design and construction. Experience includes drainage analysis, design of airport taxiways, runways, automobile roadways and parking lots. His drainage experience includes providing drainage analysis and design and preparing

improvements required.

United Airlines Remote Aircraft Parking Pad, DEN, CO. Civil designer responsible for the design of a new aircraft parking pad sized to fit 20 A321/Max 10 aircraft and smaller, or 10 777-3 aircraft. Design considerations included subgrade stabilization, construction safety and phasing, demolition, erosion control, grading, drainage, geometry, pavement section design and alternatives, concrete jointing, pavement markings, airfield and airplane specific electrical needs, airfield lighting and signage, and a vehicular access road.

Runway 7/25 Complex Pavement and Lighting Rehabilitation, DEN, CO. Civil designer responsible for assisting with pavement and drainage design for the runway complex. The project scope included replacing deteriorated concrete slabs, replacing the original airfield lighting components including sign bases, replacing the RW 7 MALSR threshold light bar, adjusting utility structure elevations, draining electrical manholes,

Storm Water Management Plans under the project engineer's guidance. James has spent the majority of his design career working at DEN.

YEARS EXPERIENCE

24

YEARS WITH FIRM

16

EDUCATION

BS, Civil Engineering and Applied Science

LICENSES/ CERTIFICATIONS

Engineer-in-Training

and resolving issues in the object free area to make the complex compliant with standards.



PAUL FIORE
Airfield Pavement Design

Paul has been providing design and construction services to airports since 1992 and has comprehensive experience in all aspects of civil design of airside and landside development at new and existing airfields.

His design experience includes runways and taxiways, aprons, roadways, and parking lots. Paul is adept at implementing all Federal Aviation Administration (FAA)

design standards for airport safety into each project, ensuring design compliance. He works with the project manager and client to resolve design issues.

Project Experience

Vandriver Street VSR Pavement Rehabilitation, DEN, CO. Senior Designer. This project evaluated and provided a design for improvements to the existing Vandriver Street from the intersection of Taxiway AA south past the S curve, just to the east of the Snow Staging Site at DEN.

Runway 7-25 Complex Pavement Rehabilitation (2017), DEN, CO. Senior Designer. Provided design support for the complete rehabilitation of the runway lighting systems as well as selective replacement of concrete panels of the Runway 7-25 Complex Pavement Rehabilitation.

Taxiway F & G Pavement and Lighting Rehabilitation, DEN, CO. Senior Designer. Supported the design efforts for the panel replacement and drainage improvements associated with the project. Responsibilities included fillet analysis and design and construction phasing.

Concourse B Regional Jet Facility, DEN, CO. Senior Designer. Designed aircraft parking apron for regional jets parking around the proposed Concourse B expansion. Responsible for civil design, including geometrics, grading, drainage, and utility relocation. Teamed with architect and construction contractor to incorporate all items necessary for the Concourse B expansion in the design.

Taxiway K Extension, DEN, CO. Senior Designer. Performed design services for the completion of Taxiway K to enable it to accommodate Group V aircraft. Taxiway K extension was designed to accommodate future Concourse B expansion. Responsible for civil design, including geometrics, grading, drainage, and utility relocation.

YEARS EXPERIENCE

33

YEARS WITH FIRM

17

EDUCATION

BS, Civil Engineering

Concourse C East Apron Expansion, DEN, CO. Senior Designer. Assisted in the design and development of a 210,000 square yard concrete parking apron that will accommodate a future expansion of Concourse C.



JEREMY PACKER, PE
Airfield Pavement, Construction
Safety & Phasing, Construction
Phase Support, Material SME

Jeremy is a project engineer with 11 years of experience in engineering design and construction. He started working in aviation engineering and on-site airport field coordination in 2014 and has been working at DEN for over nine years. His project experience includes apron expansions, airfield pavement rehabilitation, conceptual design

support for environmental assessments, and taxiway rehabilitations. He has also provided accurate realistic construction phasing durations for multiple projects at DEN.

Project Experience

Runway Strategic Rehabilitation Analysis, DEN, CO. Project Manager. This planning effort identified modifications to the current runway rehabilitation strategy—and the associated consequences—to determine what approach, if any, had the least impact on the airport's operational capacity. This analysis considered the affects that altering the maintenance and rehabilitation (M&R) policy and practice would have on pavement reliability, operational capacity, and long-term maintenance costs.

Commercial Return Loop Retaining Wall Repair, DEN, CO. Project Manager. This project consisted of site investigations, preparing assessment for causes of damage, and recommendations for short-term and long-term repair to the walls.

Provisioning Facility Improvements at DEN, Southwest Airlines, Denver, CO. Project Manager. This project consisted of the design and construction of a new concrete

trash compactor pad with elevated walkway, adding six additional loading dock bays to the existing Southwest Airlines provisioning facility, and modifications to the existing building to support an additional exterior ice machine.

Taxiway Echo/Echo Design, DEN, CO. Project Engineer. Assisted with the full length design of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. Significant earthwork cut was required to achieve the required taxiway centerline gradient to meet FAA Airport Design Group V criteria. The design was completed in four months to meet FAA's schedule.

Taxiway F and G Pavement/Lighting Rehabilitation, DEN, CO. Project Engineer. Supported the design efforts for the panel replacement and drainage improvements associated with the project. Responsibilities included fillet analysis and design and construction phasing.

YEARS EXPERIENCE

11

YEARS WITH FIRM

11

EDUCATION

BS, Civil Engineering
Technology

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
59682

Runway 17L-35R Runway and Lighting Rehabilitation, DEN, CO. Project Engineer. Replaced select pavement panels, updated portions of the airfield electrical and lighting system, and relocated supplemental wind cones and CSS I/O cabinets outside the Runway Object Fee Area.



CARDER ULLOM, EIT
Airfield Pavement Design

Carder is a project engineer and construction manager with over seven years of experience in airport design and construction. Prior to joining Woolpert full-time in 2018, Carder served as an intern with the firm for three years providing construction oversight services. His experience includes design

and resident engineering for various airport development projects, including aprons, runways, and taxiways.

Project Experience

Runway 7-25 Complex Pavement Rehabilitation (2017), DEN, CO.

Associate Engineer. Assisted with a complete rehabilitation of the runway lighting systems as well as selective replacement of concrete panels. Utilized GPS technology to efficiently analyze the pavement for recommendation for rehabilitations.

Rehabilitation of Taxiway F and G Pavement and Lighting, DEN, CO.

Associate Engineer. Assisted with the rehabilitation of concrete panel replacement and adjusting pavement fillets as needed for upgrading from Group IV to Group V. The project included a complete rehabilitation of the entire airfield electrical system and miscellaneous grading and drainage improvements.

Taxilane N and S Extension Construction, Boise Airport, Boise, ID.

Construction Manager. Responsibilities included daily construction observations, preparation of periodic pay estimates and change orders, answering

RFI's, preparing and issuing field directives, providing coordination between the contractor, the airport and various airport tenants, review of project submittals, quantity take-offs and verification, survey processing and verification, review of QA testing reports, and conducting project meetings.

Runway Reconstruction, St. George Regional Airport, St. George, UT.

Construction Manager. Completed the reconstruction of the 9,300-foot runway that was plagued with heaving due to the expansive blue clay materials underneath the existing runway. The design required crews to excavate 5,400 feet of the existing runway's footprint to a depth of 17 feet. After that, the excavated clay was "moisture conditioned" on-site by mixing the blue clay with water until it reached the correct moisture level. The conditioned clay was then placed and used to prevent future heaving in the new runway. The Associated General Contractors of Utah awarded this reconstruction Project of the Year

YEARS EXPERIENCE

7

YEARS WITH FIRM

7

EDUCATION

BS, Civil Engineering

**LICENSES/
CERTIFICATIONS**
Engineer-in-Training

(2019). Responsibilities included daily construction observations, preparation of periodic pay estimates and change orders, answering RFI's, preparing and issuing field directives.



LANDEN YASUDA, PE
Airfield Pavement Design,
Construction Safety Phasing,
Constructio Phase Support, BIM,
Utility Locating

Project Experience

Runway 17L-35R Rehabilitation, DEN, Denver, CO.* Design Manager who is responsible for overseeing airfield pavement markings, joint seal plans, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 17L-35R complex.

Runway 17L-35R Drainage Improvements (Wildlife Mitigation) Phase 1 and 2, DEN, CO.* Project Manager who was responsible for the development of drainage and grading plans, drainage design, erosion control plans, permitting, and technical specifications. The project included identifying the hazard areas adjacent to the Runway Complex, analyze the drainage system and develop design to construct additional trickle channels to mitigate standing water along the complex and mitigate wildlife attractants.

Landen has over 16 years of design and field experience. He has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Landen has experience in preparing plans, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, pavement designs,

drainage designs, as well as reviewing construction submittals and RFI's. He is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures, and Safety Risk Assessment (SRA) processes. He also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.

Gate Apron Rehabilitation and Drainage Improvements Program, Concourse A, DEN, CO.* Project Manager responsible for developing and updating final surface and subsurface grading models, plans, earthwork quantities, drainage modeling, material take offs and cost estimating, and overall construction documents development for the Concourse A Apron Pavement Rehabilitation Project. The project included pavement rehabilitation at Concourse A from the building to the outer VSR with associated grading and drainage, pavement design, utility conflict resolution, and jet fuel distribution adjustments.

Taxiway EE Grading, Drainage, Paving, and Lighting, DEN, CO.* Design Manager who is responsible for overseeing Allium St. grading and geometric design, storm drain design, airfield pavement markings, concrete pavement joint layout, plans preparation, quantity calculations, and technical memorandum documentation. Work includes the construction of new

YEARS EXPERIENCE

16

YEARS WITH FIRM

>1

EDUCATION

BS, Civil Engineering

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
48410

Taxiway EE between Taxiway M and Taxiway ED.

Runway 16L-34R Rehabilitation, DEN, CO.* Design Manager who is responsible for overseeing haul road grading and storm drain design, geometric layout alternatives, airfield pavement markings, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation.

**Projects completed under previous company*



MATT NUTTER, PE
Airfield Pavement Design,
Construction Safety & Phasing,
Construction Phase Support

Matt has 26 years of experience in the design and construction of airport expansion and rehabilitation projects. His experience and responsibilities have included resource allocation, technical oversight, client coordination, quality control, and staff development. Most of his career has been spent working on capital improvement projects at airports in Colorado, Wyoming, Utah, Indiana, Tennessee, Louisiana, and Texas, providing him a strong

understanding of the challenges and opportunities associated with delivering aviation projects in multiple states and regions. He has prepared design documents and provided resident engineering services for runways, taxiways, aprons, lighting systems, storm drainage facilities, and land-side upgrades. He has also been involved as the owner's representative at DEN as a Design and Construction Project Manager as well as a Program Manager.

Project Experience

Concourse B East - UAL Regional Gate Reconfiguration, DEN, Denver, CO.* Project Director who was responsible oversight and QC of the development of the storm drainage design, airfield pavement markings, temporary pavement markings, erosion control plans and permitting, demolition plans, plans preparation, quantity calculations, and technical specifications. Work includes the reconfiguration of gates B80-B94 to accommodate larger E175 aircraft.

United Airlines Remote Apron Parking Pad, DEN, Denver, CO.*

Project Director who was responsible for oversight and QC of the development of the airfield pavement markings, concrete pavement jointing design, plans preparation, quantity calculations, and technical specifications. Work includes the design of a new aircraft parking pad sized for 20 A321/737-MAX 10 aircraft or 10 B777-300 aircraft.

Runway 16L-34R Rehabilitation, DEN, Denver, CO.*

Project manager who was responsible for overseeing haul road grading and storm drain design, geometric layout alternatives, airfield pavement markings, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

Taxiway F and G Pavement, Lighting, and Safety Area Rehabilitation, DEN, CO.*

DEN Design Project Manager developed the design requirements for the selected Designer of Record (DOR), developed and provided design criteria for the project, and reviewed design throughout design development at review milestones and provide technical comments and respond to any design RFI's. Aspects of this review and

YEARS EXPERIENCE

26

YEARS WITH FIRM

>1

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
35846

technical comments for this project included wet & dry utilities (storm, sanitary, communications, aircraft hydrant fueling vaults), shoulder grading design, and Taxiway electrical rehab and rerouting. Matt also led an extensive coordination effort in the development of project phasing in order to minimize operational impacts to Airlines accessing the airports 3 Westside Runways. Some of the stakeholders included in this coordination were Airlines, FAA ATCT, and DEN Planning Operations.

**Projects completed under previous company*



JOEL WIECHMANN, PE
Airfield Electrical & Lighting
Systems, Construction Safety &
Phasing, Construction Phase
Support, BIM

Project Experience

Taxiway Echo/Echo Design, DEN, CO. Electrical Engineer for the full length design of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. New taxiway edge lighting, centerline lighting, and signage was designed for the new taxiway. Modifications to existing lighting and signage were incorporated into the design where the new taxiway ties into existing taxiways ED, M, and L.

Runway 17L-35R Complex Pavement Rehabilitation and Electrical Upgrade, DEN, CO. Electrical Engineer for the rehabilitation of the runway and taxiway lighting systems and selective replacement of concrete panels that were in poor condition.

United Airlines Remote Aircraft Parking Pad, DEN, CO. Electrical Engineer for the design of a new aircraft parking pad sized to fit 20 A321/Max 10 aircraft and smaller, or 10 777-300 aircraft. Electrical

Joel is an electrical engineer whose experience includes runway and taxiway lighting, airfield electrical vault design, and runway approach lighting systems. He also has experience with design of navigational aids, including power supply and control systems, utility coordination, and field inspection and contractor coordination on several projects.

design considerations included apron high-mast lighting, power for aircraft ground power units and PC air units, and airfield lighting and signage.

Taxiway F&G Rehabilitation and Lighting Improvements, DEN, CO. Electrical Engineer for the lighting improvements associated with this project. The lighting rehabilitation aspect entailed replacing the original airfield lighting components, replacing/relocating signage and sign bases, and updating electrical wiring (within project limits).

Runway 16L/34R & Taxiway Z Rehab, DEN, CO. Electrical Engineer. Provided engineering investigations, preliminary and final design services, cost estimating, survey, bidding services, and construction administration services for this project. The project scope included panel removal and replacement, joint seal replacement, replacement of lighting fixtures and signs with LED equipment, replacement of airfield lighting circuits, installation of a new pavement sensor system, and relocation

Joel has provided electrical engineering services for projects at DEN for the past 14 years. He is highly knowledgeable of the existing electrical systems at DEN and how to develop solutions to the challenges associated with the airfield lighting system.

YEARS EXPERIENCE

17

YEARS WITH FIRM

15

EDUCATION

BS, Electrical Engineering

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
46181

of RI/O racks throughout the complex.

Concourse A East Apron

Expansion, DEN CO. Electrical Engineer. Designed taxiway centerline and edge lighting for the new Taxiway K and designed apron lighting and ground power unit receptacles for a new RON pad. Also included was the design of lighting and power systems for a new snow equipment staging area, coordination with the electrical utility company, and the adjustment of existing electrical utilities, including the jet fuel distribution emergency fuel shutoff system.



ZACH AMBARIANTZ, PE
Airfield Electrical & Lighting
Systems

Zach is an electrical engineer with 21 years of aviation and industrial project experience. He excels in the design of airfield electrical power and control systems to applicable standards. His aviation projects have included airfield lighting and signage system upgrades, the design of navigational aids, and airfield electrical vault buildings.

Project Experience

Airfield Pavement Maintenance, Eagle County Regional Airport, CO. Electrical Engineer. Designed the Runway Weather Information System for EGE. Two RPU units were installed at each end of the runway to collect data from five pavement sensors and one sub-surface temperature probe. Passive pavement sensors were embedded into the runway to determine if water or a chemical solution was present on the runway. This system will provide useful data to airport operations personnel performing maintenance on the runway during critical winter months and throughout the year.

Runway 13/31 Rehabilitation, Provo Airport, Provo, UT. Electrical Engineer. Rewired the runway edge light circuit and installed new L-824C airfield lighting cable. Many of the runway edge lights were adjusted to grade as the runway was rehabilitated. Existing in-pavement runway edge lights were removed and replaced with new edge lights when the

runway pavement was milled and overlaid.

Runway 11L/29R Rehabilitation Design and Construction, Rocky Mountain Metropolitan Airport, Broomfield, CO. Electrical Engineer. The asphalt on Runway 11L/29R was a heavily worn and showed signs of severe cracking, rutting, and raveling. Over the course of the project, the runway—and associated taxiway connectors to the runway’s safety area—was resurfaced. Additionally, BJC’s runways required redesignation because the magnetic azimuth was several minutes over the existing declination. Zach worked to modify the associated electrical fixtures, guidance signage, pavement striping, and panel replacement for approximately 50 signs.

Runway 1/19 Improvements, Jackson Hole Airport, Jackson, WY. Electrical Engineer. Zach worked to install new runway centerline lighting to reduce runway excursions and a new Runway Visual Range (RVR) system to lower approach minimums. Three

YEARS EXPERIENCE

21

YEARS WITH FIRM

9

EDUCATION

BS, Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
43733

new RVR sensors were installed at the touchdown zone, runway midpoint, and rollout area. Zach ensured the newly constructed airfield lighting building would accommodate the new electrical loads. Finally, he worked to install new constant current regulators and PC-based airfield lighting control system (ALCS) with touchscreen controls.



JORDAN DIEMER, PE
Drainage Design

Jordan is a licensed Professional Engineer with over 12 years of experience in transportation engineering, with a strong focus on project management and delivery for complex infrastructure projects. He has successfully led and supported multidisciplinary teams on projects for state DOTs, local agencies, private clients, and aviation stakeholders. Jordan brings deep expertise in roadway and interstate design, stormwater systems, site

and trail design, BRT corridor planning, noise analysis, pavement design, and utility coordination. His proven ability to manage scope, schedule, and budget—while fostering effective collaboration across stakeholders and disciplines—positions him as a key leader in delivering innovative, high-quality transportation solutions.

Project Experience

56th Avenue Widening Design Build, Department of Transportation and Infrastructure, Denver, CO.

Design Manager. The 56th Avenue Widening Design Build Project for the City and County of Denver expands the current roadway section from two lanes to a median separated five lane section, between Peoria Boulevard and Pena Boulevard to improve capacity and operation of the corridor. The major goals of the project include improved safety on along the corridor, improved pedestrian connectivity from the neighborhoods to the RMANWR, and aesthetic improvements within the right of way to provide a transition from the developed areas to the south to the natural areas on the north. Jordan served as the Roadway Design Manager and Engineer of Record for this project with Ames Construction. His responsibilities included all aspects of roadway design development, team management, coordination, and technical review. Jordan's team

also designed a 10-foot multi-use path to the north of 56th, which provided enhanced pedestrian connectivity for nonvehicle-based recreation and transportation.

Southwest Airlines General Use Building, DEN, CO. Civil Engineer. The General Use Building project for Southwest Airlines is a unique project that is partially on the airfield and partially on the landside at Denver International Airport. The project includes a new building for various Southwest Airlines services and a full site design. Jordan was the Drainage Design Lead who also assisted with various civil elements and task management. Some of the civil elements Jordan helped to design are the drives, parking areas, loading docks, sidewalks, and utilities. The drainage design that he was responsible for included a new detention basin with full spectrum water quality treatment, storm sewer system, water quality swales, and a full drainage report. This project is located within the City and County of Denver and meets all associated requirements.

YEARS EXPERIENCE

12

YEARS WITH FIRM

12

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO,
54933

East Economy Lot Rehabilitation, DEN, CO.

Drainage Design. This project rehabilitated the south half of the East Economy parking lot and added new pavement areas for snow storage. In addition, an analysis of the downstream detention basin and its detention/water quality capacities before and after the project were included in the scope. Jordan's role as the Drainage Design Lead led him to work on and manage various aspects of the project, including storm sewer, drainage report, grading, underdrain, erosion control, detention, and water quality.



**HARRY STRASSER II,
PE, CFM**
Drainage Design

Harry is the Director of Drainage Engineering for Shrewsberry with 30 years of civil engineering experience focusing on hydrologic and hydraulic design. He has managed and designed numerous projects across Colorado and the West. His experience includes working on smaller water resources projects, working with local, state and federal agencies, or being part of a team for large roadway projects. Harry was the

project manager responsible for flood repair work on the Cache La Poudre River and the South Platte River for CDOT. He was the drainage manager for the I-70 Frontage Road Bridge replacement over the Colorado River and the 8th Avenue Bridge over the South Platte River, and he has worked on numerous other bridge projects during his career.

Project Experience

Second Creek and WorldPort Water Quality Ponds, DEN, CO.

Harry was the Project Manager for the annual Water Quality Infrastructure Improvements at Denver International Airport (DEN), where Shrewsberry served as the prime consultant. The focus of the project was the design of Second Creek Regional Pond and WorldPort Pond, two new extended detention basins at the Denver International Airport. Shrewsberry performed the water quality analysis, grading, drainage design, and erosion control design for both ponds.

West Economy Parking Lot, DEN, CO. Harry was the Task Lead on this project in which Shrewsberry provided the drainage design for 26 acres of repaving at DEN's West Economy Parking Lot. Primary drainage design tasks were underdrain design and storm sewer design for a new snow storage area. Shrewsberry's contributions to this project also included erosion control design and preparation of the CASDP.

Pena Boulevard Outbound Low Point Design, DEN, CO.

Outbound Pena Boulevard is experiencing deterioration along the stretch of roadway within the project limits. The reasons for this appear to be sub-surface and possibly surface runoff. This project implemented solutions to create better sub-surface and surface drainage. The stormwater design included providing ditches and stormsewer that have adequate capacity for the runoff as well as outfalls and erosion protection. Harry was the task lead for the drainage improvements on this project.

Taxiway CN and Taxilane West Extension, DEN, CO.

This project involved the infill and extension of existing Taxiway CN and realignment of Oak Hill Street to reduce delays associated with the single taxiway connection to Taxiway G. Shrewsberry was responsible for the stormwater design on this project, and Harry served as the project Task Lead.

YEARS EXPERIENCE

30

YEARS WITH FIRM

1

EDUCATION

MS, Water Resources Engineering
BS, Civil Engineering

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
35250
Certified Floodplain Manager (CFM)

8th Over S. Platte River Bridge Replacement, City and County of Denver, Denver, CO. Harry led the hydraulic design to replace the West 8th Avenue Bridge over the South Platte River. Our team implemented sustainable site improvements such as adding freeboard, avoiding impacts to adjacent properties, better multi-modal connectivity, water quality, recreational opportunities, channel hydraulics, and riparian habitat.



JEB SLOAN, PE
Drainage Design

Project Experience

Pena Boulevard Expansion, DEN, CO. Jeb led design efforts for the design-build widening of Peña Boulevard. Responsibilities included managing multidisciplinary design teams, overseeing roadway, structural, and drainage design, and coordinating with the contractor to maintain airport access during 24/7 operations. Key elements of the project included roadway widening inbound and outbound from Jackson Gap to the terminal, reconstruction of Jackson Gap to provide a Diverging Diamond Interchange (DDI), design of a Texas turnaround for improved terminal access. As Lead Drainage Engineer, Jeb directed the design of a new storm drainage network and permanent water quality facilities to treat runoff from Peña Boulevard, ramps, and adjacent facilities. He also developed a temporary drainage design based on the construction phasing and traffic control strategies that maintained required capacity while maximizing contractor work areas.

Jeb brings over 23 years of experience in the planning, design, and construction of transportation and drainage infrastructure for municipalities and agencies across Colorado. He has extensive expertise in both roadway and drainage design, as well as in managing complex, multi-modal, multi-disciplinary projects. This broad background enables him to efficiently develop designs that integrate roadway, trail, and drainage requirements while ensuring seamless

Jeb provided cost-conscious design solutions that allowed the contractor to optimize project scope within budget constraints.

Landside Non-Project Specific, DEN, CO. Jeb was the contract manager and single point of contact responsible for the project's scope, schedule, budget, design staff, for the delivery of all construction documents for seven task orders that included emergency evaluations, survey, roadway, and parking lot design, structural, lighting, utilities, environmental, and drainage design over a three-year period. He was also the project manager and drainage lead for the largest task order on the project, the Landside Employee Parking Lot. This was a new 5,200 space parking facility and associated roadway improvements. The project included new roadway construction, the widening of existing roadways, intersection improvements, signal design, utility relocations, lighting design, drainage and water quality improvements, AVI coordination, bus facility design, and site design

coordination across all project disciplines. Jeb is recognized for delivering high-quality, constructible, and cost-effective solutions that align with project goals and client expectations. His drainage design expertise includes creek and river modeling, revetment and bridge scour protection, irrigation facilities, storm sewer systems, and the design of local and regional water quality and flood control facilities.

YEARS EXPERIENCE

23

YEARS WITH FIRM

3.5

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
40820

to accommodate the new facility. Jeb worked closely with the DEN project manager and the multiple airport stakeholders to deliver a project that met the needs of the stakeholders and the design finished significantly under budget.

East Economy Lot Wall C Groundwater Mitigation, DEN, CO. Jeb served as Project Manager and Lead Drainage Engineer under the Landside On-Call contract to address groundwater intrusion impacting Wall C in the East Economy Lot.



HAI MING LINN, PE
Roadway Pavement Design,
Geotechnical Investigations

Ming brings 26 years of civil and geotechnical engineering experience. He has provided services for multiple owners, consultants, contractors, municipalities, DOT and FHWA, with project scales ranging from small building development to large transportation projects. His areas of expertise include geotechnical exploration, in-situ testing, shallow and deep foundation engineering, soil structure interactions, earth retention

structures (cast-in-place, MSE, soil nail, tangent and secant pile, soldier pile, sheet pile, shoring), slope stability and remediation, pavement engineering, forensic study, detention structures analyses, and construction engineering.

Project Experience

Taxiway Echo/Echo Design, DEN, CO. Senior Geotechnical Manager and Technical Lead for the proposed new Taxiway EE. The challenges on this project was to evaluate the available materials meeting the select fill materials requirements from the proposed taxiway alignment, and outside of the airport from the potential borrow sites. The project was performed in 2 phases, with the Phase 1 focusing on evaluating the overall conditions along the proposed taxiway and availability of structural fill from on and off site. Phase 2 focused on the specific area where borrow materials are available along the proposed taxiway alignment. Additional analysis including management of subsurface and surface runoff water, slope stability for excavation, and suitability of material for other uses.

Soil Nail Wall Repair, DEN, CO. Senior Geotechnical Project Manager and Technical Lead for evaluating the potential causes of wall facing damages, the stability of the wall structure, and prepare

plans and specifications for the repair of the wall facing. The evaluation included drilling of the soils behind soil nail wall, monitor long term groundwater conditions, coring through wall face, LiDAR scan of the wall structure for inspection and recording, and visual inspection of the wall structures. The repair plan was completed, and a complete construction plan set will be prepared in 2022.

GUB and Cargo Buildings at DEN, Southwest Airlines, CO.

Senior Project Manager and Technical Lead for proposed GUB and Cargo buildings at Denver International Airport. The buildings have total footage of more than 140,000 SF and loading more than 200 kips per column. GEG provided the mitigation for swelling soils, and foundation recommendations for both deep foundation and shallow foundation systems.

I-225 Widening, Denver, CO.

Senior Project Manager and Geotechnical and Wall Design Lead for the widening on I-225 near I-25 intersection to add an additional lane for traffic

YEARS EXPERIENCE

26

YEARS WITH FIRM

4.5

EDUCATION

MS, Civil Engineering
BS, Civil Engineering

LICENSES/

CERTIFICATIONS

Professional Engineer, CO
51650

improvement. The project included gather the wall as-built information with destructive and non-destructive exploration and perform stability evaluation of the existing wall due to the new embankment near the top of the wall. The project also included perform wall design to increase the capacity of the wall to withstand the additional loading, and prepared plan and specification for the reinforcement.



CAROLINE DRAPER, PE
Roadway Pavement Design

Caroline is a roadway engineer and project manager with 10+ years of experience delivering transportation infrastructure projects for state, county, and municipal clients throughout Colorado. She has led multidisciplinary design teams on projects ranging from small rural roadways and mountain corridors to complex urban interchanges and interstate expansions.

Her expertise includes horizontal and vertical geometry, super-elevation, roadway widening,

interchanges, ADA-compliant pedestrian facilities, trails, 3D modeling, grading, and guardrail layout. She is skilled in developing plan sets and cost estimates, coordinating with utilities and stakeholders, and guiding projects through permitting and regulatory review. Caroline has experience working within CDOT, FHWA, AASHTO, ADA, and MUTCD standards and is well versed in multidisciplinary collaboration.

Project Experience

Pena Boulevard Expansion, DEN, CO. Caroline served as a roadway designer for the Peña Boulevard design-build widening project, which expanded the inbound roadway from Jackson Gap to the airport terminal. She was responsible for roadway design, coordination with utilities, drainage, and structural teams, and compiling the final plan sets. The design required advanced superelevation modeling at the terminal split, where lanes diverge toward the East and West terminals and curve in opposite directions immediately after separating.

SH-79 Over I-70, CDOT Region 1, Bennett, CO. Caroline served as both Project Manager and roadway designer for the SH 79 bridge replacement over I-70, a project with design completed in 2024 and currently awaiting construction funding. The existing bridge was substandard and created a bottleneck into town. The replacement design includes shoulders, turn lanes, and accommodations for wide-truck turning movements.

The project also addressed sight-distance safety issues and redesigned two signalized intersections to improve operations. To enhance multimodal access, the design incorporates 10-foot multi-use paths on both sides of the roadway, tying into existing and proposed trail systems.

Windermere Over The Highline Canal, City of Littleton, CO.

Caroline is the lead roadway engineer for the replacement of a structurally deficient and functionally obsolete bridge over the Highline Canal in Littleton. The project improves multimodal access by adding bike lanes on both sides of the roadway and increasing pedestrian connectivity at the canal crossing. The design required coordination with structural, drainage, and utility disciplines, as well as the development of a full canal closure and associated trail detour. Caroline also redesigned the pedestrian and bicycle crossings at Windermere Street to meet ADA requirements and improve overall safety.

YEARS EXPERIENCE

10

YEARS WITH FIRM

3.5

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
55578

Cottonwood Drive, Town of Parker, CO. Caroline served as the roadway designer and Engineer of Record for the Cottonwood Drive widening and bridge replacement project in Parker, Colorado. The project expanded the roadway from two lanes to four lanes and included structures, drainage, and traffic improvements from Jordan Road to Parker Road. Caroline's responsibilities included roadway widening design, curb return profiles, curb ramp design, utility coordination, and crown correction. She also led the redesign of the Cherry Creek Trail parking facility, sidewalks, and trail connections.



GARY IWATA, PE
Roadway Pavement Design

Gary has 29 years of experience in project management and civil engineering. This experience includes all phases of a project from planning to design and construction. He has managed design teams on local and international projects. Clients he has served include private, commercial, local, and federal governments. He has held various positions of increasing responsibility to include engineer, senior engineer, project manager

and senior project manager. Project types include site development, roadways, potable water systems, sanitary sewer systems, stormwater management facilities, parks, campus, and training facilities.

Project Experience

Integrated Project Management Support Services (IPMSS) Infrastructure, DEN, Denver, CO. Design Manager. Provided civil-site design services to DEN. DEN has an existing operations facility that requires site renovation. The site renovation scope consisted of providing storm drainage improvements while maintaining ADA access and limiting icing conditions adjacent to the facility.

Cargo Building 626.1, Cargo Building 720.1 & GSE Building 742 Project, San Francisco International Airport (SFO), San Francisco, CA. Quality Control Manager. Provided civil-site design services to SFO. SFO has a series of cargo buildings that are at the end of their useful life. Replacement Cargo building 626.1 is 254,000 square feet, replacement Cargo Building 720.1 & GSE Building 742 is 120,000 square feet. Supporting site renovation scope consisted of providing storm drainage improvements, water, sanitary sewer, water reuse, and industrial waste utilities.

Elevate/RISE Denver Bond Program, City and County of Denver, Denver, CO. Design Manager. Assisted the City to manage its comprehensive effort to provide citywide critical maintenance, enhance existing facilities and improve infrastructure to better meet rapid urban growth projections over the next decade. Design management touched seven portfolios of public infrastructure improvement projects that included transportation and mobility, public safety systems and parks and recreation facilities.

Roslyn Site Safety Study, City and County of Denver, CO. Design Manager for this 44-acre campus safety project. The project reviewed existing conditions (signing, striping, lighting, parking lot layout and ADA access) within the facility limits with a focus on sidewalks, walkways, and work areas to identify opportunities to improve pedestrian safety, specifically ADA access. The project included extensive stakeholder outreach that included police, fire, maintenance, facilities, operations, traffic, waste

YEARS EXPERIENCE

29

YEARS WITH FIRM

2

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
37642

management, and many other City & County of Denver (CCD) departments that use the facility.

National Western Stock Show Campus, City and County of Denver, CO.

Design Manager. Managed design to develop the existing campus in phases based upon stakeholder funding and prioritization. Scope elements included roadway design, structural design, hydraulics and hydrology and utility coordination to support a 100+ acre campus.



ANNA ERICSON, PE, RSP1
Roadway Pavement Design,
Parking Facilities Design

Anna Ericson brings 22 years of expertise in traffic engineering, transportation planning, and project management. Her background spans the full project lifecycle—from early planning to design and implementation—enabling her to develop integrated solutions that balance safety, operational efficiency, and design considerations. Her portfolio includes crash data analysis, corridor and environmental studies, traffic operations

analysis, and guardrail assessments, and signing and striping plans. Her experience with projects from the planning level to their implementation gives her a unique ability to develop client solutions that blend safety, capacity, and design considerations.

Project Experience

Peña Boulevard Conditions Assessment and Safety Study, DEN, CO. Project manager responsible for leading an assessment of guardrail and signing along Peña Boulevard. The project team developed a prioritized list of guardrail segments that are not Manual for Assessing Safety Hardware (MASH)-compliant based on how outdated, deficient, and damaged it is. The team developed a PowerBI dashboard summarizing crash trends and developed recommendations for additional improvements, including installing rumble strips, replacing and removing signing, replacing delineators, developing updated striping practices, and other improvements. The team submitted an HSIP grant and was awarded nearly \$900,000 for the replacement of the high-priority replacement guardrail.

Front Range Traffic Services, CDOT Front Range Region, CO.

Under this on-call contract, Ms. Ericson was responsible for several task orders, including leading corridor and stand-alone signal timing

projects, leading noise analysis studies, performing multiple access control plans, assisting with the development of an Intersection Control Evaluation Tool, and leading the development of corridor selection tool and implementation of adaptive signal timing control on an urban corridor. AtkinsRéalis staff regularly work with CDOT on various task orders to assist their department with operational and safety-related improvements.

Corridor Signal Timing, CDOT Region 1, CO. Traffic engineer responsible for retiming various corridors within Region 1 including CO 74 in Evergreen, Meadows/Founders Parkway in Castle Rock, Broadway Road in Englewood, and Parker Road. Responsibilities included calculating clearance intervals and pedestrian timings, determining optimum cycle lengths, phase splits, offsets, and platoon band progression, using Synchro software to analyze intersection and corridor level of service, analyzing improvements based on before and after travel time and delay studies, and documentation of the results.

YEARS EXPERIENCE

22

YEARS WITH FIRM

16

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
42229

SH 66 Planning and Environmental Linkages Study and Access Control Plan, CDOT Region 4, CO. Anna led the development of an access control plan and assisted with the traffic analysis along the 20-mile-long SH 66 corridor. Responsibilities included performing operational analyses for the alternatives developed, developing material for and attending public meetings, presenting the results at stakeholder and executive committee meetings, developing and finalizing an access control plan for the corridor, and assisting the local agencies with the inter-governmental agreement adoption process.



**KAROL MIODONSKI,
PE, LEED AP**

**Roadway Pavement Design,
Parking Facilities Design**

Karol has 20 years of experience in a variety of traffic engineering and transportation planning projects. His wide range of expertise includes traffic signal design, roadway and intersection improvement design, traffic modeling and operations analysis, traffic impact studies, and site/land development. His experience working on these types of projects with many local agencies in Colorado allows for unique perspectives on design challenges.

Working with municipalities along the Front Range has allowed Mr. Miodonski to see innovative designs and technologies he has worked on be successfully implemented, as detailed below. His focus on quality, communication, and collaboration will bring value to any project.

Project Experience

Weld County SH392 & WCR37 Intersection Design, Weld County, CO. Project Manager for this project which entails widening of SH 392 and WCR 37 on all four approaches to the intersection with the addition of turn lanes to reduce traffic congestion, improve truck turning movements, and enhance safety. The stormwater drainage system for the intersection will also be improved utilizing pipes and storm drainage structures. Utility coordination efforts include gas, water, fiber, and electric, and overhead electric lines will be moved underground as part of the project. Right-of-way (ROW) and easement acquisitions will be required prior to construction of the proposed project. Karol assembled a local team for all disciplines that have experience working together on local agency projects that have CDOT oversight.

Weld County Conflict Warning System, Weld County, CO.

Project Manager for this project being delivered as a task order under our current on-call contract

with Weld County. Karol assembled a local team with ITS and design experience working together on local agency projects that have CDOT oversight.

West Dartmouth Avenue Multimodal & Safety Improvements, City of Englewood, CO.

Project Manager for roadway, intersection, and multimodal connection improvements, including buffered bike lanes along West Dartmouth and coordination with BNSF and other adjacent local agencies.

Intersection Control Assessment Tool (ICAT), CDOT Statewide, CO. Project Manager supporting the development of the ICAT for CDOT, meeting with all the Region Traffic Representatives, and providing training on using the tool. Karol assisted with review of the spreadsheet-based evaluation tool throughout its development, creating workflow diagrams to assist with the conversion into a web-based evaluation tool, and outreach to local agencies and reviewing case studies.

YEARS EXPERIENCE

20

YEARS WITH FIRM

20

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
43851

Staff Augmentation and Design Review, Colorado Department of Transportation HQ and Region 1, Denver, CO. Project Manager and Project Engineer for staff augmentation services for HQ and Region 1 to assist with design review of local agency projects at FIR and FOR stages and provided comments on CDOT's behalf.



LOREN LAUVRAY, PE
Roadway Pavement Design,
Parking Facilities Design

Loren Lauvray has 20 years' experience in multiple areas of the transportation industry including roadway design, traffic engineering, transportation planning, water resources, utility design and public involvement. He is proficient in Civil 3D, Inroads and Open Roads and has completed designs of new roadway corridors as well as multiple intersection improvement and trail projects. He has designed traffic signals, completed signal timing projects, and produced and

reviewed traffic studies. He has completed traffic incident management plans, corridor improvement studies, and traffic noise analysis with noise mitigation. Mr. Lauvray has also co-authored environmental assessments and completed right-of-way documents.

Project Experience

DEN Airport East Economy Lot, DEN, CO. Mr. Lauvray was responsible for the civil design of the white topping for the East Economy parking lot at the DEN Airport. This effort consisted of site plans, striping plans, regrading for new snow storage areas, specifications, construction estimates and coordination with other disciplines.

US50 @ Purcell Blvd. Grade Separation, CDOT (R2), CO. Mr. Lauvray was the roadway lead for the grade separated design of US-50 to go over Purcell Boulevard, which is a few miles West of Pueblo. Loren's tasks included the horizontal and vertical layout of a 6-lane bridge, with design for the approach grading, ramp designs, 3 miles of roadway widening, drainage designs, sanitary sewer designs, utility coordination, along with the construction estimates and specifications.

Downing Signal Project (Mill Levy 26), City of Denver, CO. Mr. Lauvray was responsible for the design and bid documents for 5

intersection improvement locations along heavily urbanized Downing Street (26th Avenue through Bruce Randolph Avenue). Most of these locations consisted of 5-leg intersection where the downtown rotated grid intersects the standard NS/EW grid. The work included but was not limited to new signal designs, pedestrian ramp updates, offset bike lane striping, drainage design, green infrastructure water quality treatment, utility coordination, ROW plans, construction estimates and specifications.

I-25 Ramp Widening at Meadows/Founders Parkway, CDOT Region 2, CO. Mr. Lauvray was responsible for the widening design of the SB I-25 ramp widening at the Meadows/Founders Parkway exit near the outlet mall in Castle Rock. The widening included the addition of second signal controlled right turn lane, overhead mast sign revisions, and concrete joint plans. The project also included improvements the I-25 SB ramp at Plum Creek Parkway and restriping of Plum

YEARS EXPERIENCE

22

YEARS WITH FIRM

20

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
44342

Creek Parkway between I-25 and Wilcox Street.

Weld County Road 49 Extension, Weld County, CO. Engineer tasked with the design of 3.5 miles of a new 5-lane concrete corridor including a virgin alignment through farm land and new bridges over two rivers. This project included Colorado Department of Transportation (CDOT) coordination and intersection improvement plans along State Highway 34. The project also included multiple irrigation and drainage crossings as well as the redesign of a new Ogilvy Ditch alignment.



TUSHOR KANT, PE
Roadway Pavement Design,
Parking Facilities Design

Tushar's experience has been focused in Aviation Engineering, providing airfield design, quantity calculations, drainage design, and pavement marking design. Tushar's experience comes from projects from around the country of varying size and complexity. His software and technical skills includes proficiency with AutoCAD Civil 3D 2018/2017,

MicroStation, MicroStation GEOPACK, Autodesk Hydra flow, and AutoTURN 10.

Project Experience

Gate Apron Rehabilitation and Drainage Improvements Program, Concourse A, DEN, CO. Shrewsbury Project Engineer who was involved with all aspects of design mentioned and assisted with plan production. Project involved developing and updating final surface grading models, plans, earthwork quantities, drainage modeling, material take offs and cost estimating, and overall construction documents development for the Concourse A Apron Pavement Rehabilitation Project.

Taxiway Echo/Echo Grading, Drainage, Paving, and Lighting, DEN, CO. Shrewsbury Project Engineer who performed drainage analysis and prepared the Final Drainage Report for the project. Project involved grading and geometric design, storm drain design, airfield pavement markings, concrete pavement joint layout, plans preparation, quantity calculations, and technical memorandum documentation.

Runway 17L-35R Drainage Improvements (Wildlife Mitigation) Phase 2, DEN, CO.

Shrewsbury Project Engineer who was involved with grading design and production of plans. Phase 2 of this project includes development of drainage and grading plans, drainage design, erosion control plans, permitting, and technical specifications. The project included developing design for additional trickle channels to mitigate standing water along the complex and mitigate wildlife attractants identified in Phase 1 of the project.

Taxiway DS East, DEN, CO.

Shrewsbury Project Engineer who assisted with plan production and quality control of design documents. Project included updating project construction phasing, construction plan development, technical specifications, and quality control of all design and contract documents for the Taxiway DS East project. The project includes a new concrete taxiway DS, snow removal equipment parking, and

YEARS EXPERIENCE

7

YEARS WITH FIRM

7

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
63015

remain overnight (RON) parking with associated grading and drainage, pavement design, utilities, and airfield electrical items.



**HARSHVARDHAN
BHISE, PE**

**Roadway Pavement Design,
Parking Facilities Design**

Harsh has gained over seven years of experience in transportation engineering, supporting roadway and infrastructure projects for state and municipal agencies including CDOT, CCD, and other public entities. He is skilled in roadway geometric design and plan development using advanced design platforms such as Autodesk tools, Bentley tools, GuideSign, Bentley FlowMaster, and HY-8.

Harsh is experienced in managing project tasks such as developing horizontal and vertical alignments, roadway corridors, typical sections, cross-sections, traffic control plans and drainage design. He is proficient in overseeing construction document production, quantity takeoffs, cost estimates, and design calculations in compliance with agency standards and project specifications.

Project Experience

On-Call Landside Design Services, Pena Low Point Reconstruction, DEN, CO. Harsh served as a Assistant Project Manager and supported the Senior Project Engineer in the preparation of design and construction documents. His responsibilities included developing roadway plan and profile sheets, geometric layout plans, maintenance of traffic (MOT) plans, typical sections, and detailed roadway drawings, along with performing quantity calculations at various design submittal stages. He utilized Autodesk Civil 3D for design analysis and plan production throughout the project.

East Economy Lot Rehabilitation, DEN, Denver, CO. This project rehabilitated the south half of the East Economy parking lot and added new pavement areas for snow storage. In addition, an analysis of the downstream detention basin and its detention/water quality capacities before and after the project were included in the scope.

This project was located within the City and County of Denver and met all associated requirements. Harsh's role as the Drainage Design Engineer led him to work on and design various aspects of the project, including storm sewer, drainage report, grading, underdrain, detention, and water quality.

Southwest Airlines General Use Building, DEN, CO. The General Use Building project for Southwest Airlines is a unique project that is partially on the airfield and partially on the landside at Denver International Airport. The project includes a new building for various Southwest Airlines services and a full site design. Harsh was the drainage design engineer who also assisted with various civil elements designs and task management. Some of the civil elements Harsh helped to design are the drives, parking areas, loading docks, sidewalks, and utilities. The drainage design that Harsh was responsible for included a new detention basin with full spectrum water quality

YEARS EXPERIENCE

8

YEARS WITH FIRM

7

EDUCATION

MS, Civil Engineering
BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
61113

treatment, storm sewer system, water quality swales, and a full drainage report. This project is located within the City and County of Denver and meets all associated requirements.



MATT GILBERT, PE
Bridge Design,
Structural Engineering

Matt has over 25 years of providing transportation engineering consulting services primarily in Colorado. He began his career as a bridge design engineer, transitioned into managing all aspects of transportation design projects, and has spent several years providing contract administration and construction management on a major highway design build project. Matt's experience in design and construction helps him to see the whole picture

of a project and he understands that legible, high- quality plans and specifications set construction up for success. He was a committee member for CDOT's Bridge Design Manual and has working relationships with multiple Colorado agencies, consultants, and contractors.

Project Experience

Concourse A East Apron Expansion, DEN, CO. As part of the Concourse A East apron extension, Matt provided structural design engineering to retrofit existing utility vaults and design other as-needed structures for the extension. Several existing, deep utility vaults constructed in the infield could not be replaced and needed to be raised and retrofitted to handle aircraft loads. Matt utilized 3D finite element modeling to devise retrofits which allowed most of the existing structures to remain in place with extensions and structural retrofits to meet the demands. The work required extensive coordination with other design consultants, DEN staff, utility providers and airport equipment suppliers. He also developed designs for light pole foundations, retaining walls, and slabs on grade.

Pena Boulevard Bridge Additions, DEN, CO. Matt performed the independent design check of a single span 214'-6" spliced precast concrete bulb-t bridge. The

bridge spans over inbound Peña Boulevard and was originally designed and utilized for the earth haul route to facilitate the terminal expansion and commuter rail connections. The single span bulb-t was the longest single span concrete girder bridge in Colorado at the time of its construction. Matt's checks included time dependent finite element analysis and checked that fully loaded earth scrapers could be carried by the bridge.

Runway 17L-35R and Associated Taxiway(s) ADG IV to ADG V Upgrades, DEN, CO. Matt provided structural engineering services necessary for improving the safety area of Runway 17L-35R. Several utility vaults including electric and storm water required extensions and retrofits for grade changes and load increases to aircraft live loads. Like earlier projects, Matt used 3D finite element modeling to design economic retrofits. Because the as-built information could not confirm the structural capacity of culvert pipes and outlet structures, gabion basket retaining walls were

YEARS EXPERIENCE

25

YEARS WITH FIRM

3.5

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
40232

designed and implemented to avoid full replacement of the stormwater facilities. Other design elements included drainage structures such as headwall extensions and trickle channels.

Old Ranch Road Over SH 21, CDOT Region 2, CO. Matt served as the design project manager and lead structural engineer for a new grade separated interchange. The new interchange carries Old Ranch Road over Powers Blvd (SH21) via a 2-span prestressed concrete bulb T bridge.



STAN KOBAYASHI, PE
Bridge Design,
Structural Engineering

Stan has more than 47 years of experience in the management and design of structural, civil, and transportation projects. He has provided structural engineering design and project management for municipal, private, and federal projects. He has worked on projects for DEN, Stapleton International Airport, and Buckley National Guard Base.

Stan has provided civil and structural design for Denver starting with Stapleton International Airport in 1983. Most recently he has managed and designed such structures as special underground vaults and manholes and light pole foundations for DEN.

Project Experience

2021 On-Call Airside-Landside Civil Engineering, DEN, CO.

Structural Engineer. As a subconsultant to Woolpert, Stan provided management of structural design and BIM modules updates on miscellaneous projects. Projects included the East Economy Parking Lot block wall reconstruction and relocation of a light pole and five shuttle stop shelters.

Remote Aircraft Parking Pad 2023 at DEN, United Airlines, CO.

Structural Engineer. As a subconsultant to Woolpert, Stan provided structural design for underground structures modifications and review for communication, electrical, and storm utilities. Also managed assistance with BIM Modules for the design.

2018 On-Call Airside Civil Engineering, DEN, CO. Structural Engineer. Stan managed AutoCAD services and cost estimating services. Stan also evaluated the structural portion of new exhaust vents and updated existing AutoCAD drawings to current BIM standards. Work included Taxiway F

& G vaults and Runway 7L-25R revisions.

Taxiway Echo/Echo Design, DEN, CO.

Structural and BIM Assistance. As a subconsultant to Woolpert, Stan provided structural design and review services for underground structures such as an oversized type 2 inlet for aircraft loads. Also managed KDG's assistance the BIM modeling.

2015 On-Call Civil Engineering, DEN, CO.

Structural Engineer. Stan provided the design of three jet fuel valve vaults for the east extension of Concourse A, evaluated a gravity wall for Vandriver Street, and provide AutoCAD work for new airfield signs at Taxiways F and F7. KDG also provided the structural design of a communication manhole and an FAA manhole for aircraft loading. Runway 7/25. Stan also provided structural design for the retrofits of electrical and communication manholes.

South Terminal Redevelopment Project Level 4, 5 & 6 Bridges, DEN, CO.

Structural Engineer. Stan provided the independent design and plans check for the

YEARS EXPERIENCE

47

YEARS WITH FIRM

15

EDUCATION

MS, Structural Engineering
BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
19188

replacement of the Level 4, 5, and 6 bridges for both the east and west side terminal access. Work included the design and detailing for the approach roadway retaining walls for Level 5.

South Terminal Redevelopment Construction Management Services, DEN, CO.

Stan provided and managed a construction inspector for the construction of all the bridges and roadways for this redevelopment. Work included field inspections, daily reports, and cross training with other disciplines. All work was performed per DEN standards.



FRANK AFFRONTI, PE
Bridge Design, Structural
Engineering

Frank has five years of experience designing structural, civil, transportation, and building projects. Frank has provided technical design and coordination of multidisciplinary projects during all phases of structural design projects, including construction support.

He has designed a multitude of structures for various agencies and developers including DEN, the Colorado Department of Transportation, Wyoming

Department of Transportation, New York State Department of Transportation, New York State Parks Department, and private agencies. Structures have included steel bridges, steel and concrete building design, substation design, drainage structures, and retaining walls. Duties have included making preliminary analysis, final design, shop drawing review, replying to request for information, and construction management.

Project Experience

2021 Airside and Landside On-Call Engineering, DEN, CO.

Structural Engineer. Frank was in charge of providing AutoCAD BIM and providing structural design services on multiple projects. Frank provides oversight for the BIM work and design for the structural work. Frank also was the structural engineer for the repair of the block wall at the East Economy Parking Lot as well as the foundation designs for the relocation of the 70-ft. light and five shuttle stop shelters.

Remote Aircraft Parking Pad at DEN 2023, United Airlines, CO.

Structural Engineer. Frank provided structural design for underground structures modifications and review for communication, electrical, and storm utilities. Also provided BIM Modules for the design.

2018 On-Call Airside Civil Engineering, DEN, CO. Structural Engineer. Frank provided AutoCAD services and cost estimating services. He also evaluated

the structural portion of new exhaust vents and updated existing AutoCAD drawings to current BIM standards.

Bridge Inspections for Denver Transit Operators, Denver, CO.

Structural Engineer. Frank provided bridge inspections and reports for 45 commuter rail bridges and 3 pedestrian bridges on a three-year contract for the commuter rail lines A (Denver International Airport), B (Northwest), and G (Gold Line). Structures included prestressed girder bridges (bulb tees and boxes) and various box culverts.

First Buffalo Marina Harbor Improvement, Olin Landscaping, Buffalo, NY 2019-2020.

Frank was the Deputy Project Manager to delegate and track tasks during multiple stages of design. Served as project representative during client design meetings surrounding coordination between design team and the prime. Oversight of the design of renovation plans for existing concrete Silo Structures to accommodate openings throughout

YEARS EXPERIENCE

5

YEARS WITH FIRM

3.5

EDUCATION

MS, Bridge Engineering
BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
61554

multiple bins and roof. Responsible for production of drawing packages reflecting these renovations involving steel framing to support these opening in Silo's. The project also consisted of a new comfort station building, sheet pile design, and pedestrian bridge with span of 80ft.



OLIVER SZYMCHYK, PE
Bridge Design, Structural
Engineering

Oliver has over 10 years experience in structural engineering specifically in design of bridges and other transportation related projects such as retaining walls, culverts and lift stations. His experience in bridges ranges from designing highway and off-system bridges, load rating bridges and writing recommendations for bridge rehabilitation. A few of his clients include CDOT, City and County

of Denver, TxDOT, and MDT. He leads projects by providing technical expertise to clients, directing communication with other consultants, advising designers and drafters in structural tasks, performing structural design calculations, and completing submittal packages.

Project Experience

I-70/Floyd Hill, CDOT, Clear Creek County, CO. Senior Structural Engineer. Lead the structural design of two bridges (10 span and single span). The ten-span bridge comprised of a post-tensioned unit which included spliced girders, post-tensioned straddle bent, and hammerhead bents. Design included a creative column to drilled shaft connection that eliminated need for footings which resulted in savings in construction cost.

Rehabilitation Study and Recommendations for MDT Montana Avenue Structures, MDT, Billings, MT. Senior Design Engineer. Presented a cost-effective recommendation for the rehabilitation of two bridges built in 1960 (33 spans each) by analyzing and comparing several rehabilitation strategies. The recommendation included replacing some of the existing joints with link slabs and repairing the existing deteriorated concrete in the girders and substructure. The repair prolonged the

service of the bridges by an estimated 40 years.

Load Ratings, MDT, Montana (Statewide.) Senior Load Rating Engineer. Load rated several bridges with different superstructures: prestressed concrete girders, rolled steel beams, timber beams, curved plate steel beams and culverts. Served as a task lead for the Denver office, communicated with other consultants and the client about schedules, invoices and load rating analysis.

LP. 1604 (Segment 3), TxDOT, San Antonio, TX. Design Engineer. Designed both the superstructure and substructure of one of the ramp overpasses (11 spans) on the project. The bridge consisted of precast-pretensioned concrete girders on hammerhead bent caps with a precast inverted-tee straddle bent as part of an ABC initiative from TxDOT.

YEARS EXPERIENCE

10

YEARS WITH FIRM

>1

EDUCATION

MS, Structural Engineering
 BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
 0059871

I-10 Project, TxDOT, El Paso, TX. Design Engineer. Designed both the superstructure and substructure to one of the sections of the overpasses connecting El Paso, Texas to Juarez, Mexico. Special attention was provided to aesthetics features of the bridge.



MICHAEL MINEAR, PE
Mechanical Engineering

Michael Minear has 30 years of experience as a mechanical engineer. He is responsible for mechanical design for new construction and renovation projects for airports and mission critical facilities. He has extensive experience with fueling design, and his expertise includes design for installation of new fuel pits, including EFSO, Cathodic Protection and Grounding.

Project Experience

Gate Apron Rehabilitation Fueling (GARDI), DEN, CO.

Fueling Engineer for the design and construction administration services for raising and relocating hydrant pits affected by the apron rehab project. This included replacing deteriorating pavement, mitigating apron drainage issues and ponding, and preventing water infiltration into the concourse basements.

Concourse C West Apron Fueling, DEN, CO.

Lead Mechanical Engineer for the extension of the existing fuel lines, six new fuel pits and isolation valve pits. Additional work included specifications and drawings for fueling system modifications, and necessary electrical design for system grounding and lead detection.

Concourse A East Jet Fuel Distribution Relocation, DEN, CO. Provided fueling design for the relocation of the existing Jet Fuel Distribution (JFD) line to the North to accommodate the construction and operation of a new,

temporary Commuter Holdroom facility.

Gate A39 Fuel Pit, DEN, CO.

Mechanical Engineer for the relocation of an existing fuel pit at gate A39 on Denver International Airport.

Seattle-Tacoma Fueling Commissioning Services, Seattle, WA.

Mechanical Engineer for the commissioning of 10 new fueling pits, 5 on B Concourse and 5 at Cargo 7. The project included a new service from the existing High Pressure 20 inch fuel main at SEA.

Concourse A and B Deicing, DEN, CO. Mechanical Engineer for the replacement and expansion of the deicing makeup systems. Scope included new tanks, pumps, and dispersing islands for Type I and Type IV glycol deicing fluid.

YEARS EXPERIENCE

30

YEARS WITH FIRM

30

EDUCATION

BS, Mechanical Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
36677



JOEL SHEKOSKI
Geotechnical Investigation

Joel has seven years of experience in geotechnical engineering, field and laboratory material testing, and inspection services. Joel is fully certified in field testing by ICC, ACI, and nuclear density gauge safety. Joel has performed numerous field investigation and familiar with utilities locates, permit requirements and coordination with subcontractors. Joel's recent projects include the Taxiway EE, DEN

East Economy Lot Rehabilitation project, DEN RTD Soil Nail Wall Repair, Glen View Ave. retaining walls, I-25 from Fillmore to Garden of the Gods, and I-225 widening project.

Project Experience

Remote Aircraft Parking Pad at DEN, United Airlines, Denver, CO. Joel coordinated with utilities locators, drillers and internal personnel to perform the subsurface exploration and field testing for the United Airlines RAPP project at DEN. A total of 56 borings were performed. Joel led the team to perform the utilities clearance, field logging and testing, while assure that all team members understand and follow the specific procedures including route to enter and leave the site.

Taxiway Echo/Echo Design, DEN, CO. Joel was the staff geologist for the new Taxiway EE at DEN. The proposed project included excavation up to 35 feet for the new Taxiway EE, and evaluate the available materials on and off site to meet the subgrade requirements for the pavement supporting the aircrafts. The complex geologic conditions at DEN presented unique challenges to the infrastructure development and the geotechnical evaluation can provide

economic solutions for these projects. Joel provided field logging, mapping, laboratory testing and assisted with report preparation for this project.

East Economy Lot Rehabilitation Project, DEN, CO. Joel was the staff geologist for the proposed pavement rehabilitation and retaining wall repair projects at the East Economy Lot at Denver International Airport. Joel coordinated with all utilities locates, airport security department, drilling and traffic control subcontractors to perform the field exploration in a very tight time frame and completed the task safe and on time.

I-25 Auxiliary Lanes from Fillmore to Garden of the Gods, Colorado Springs, CO. Joel was the staff geologist for the auxiliary lanes project on I-25 between Fillmore Street and Garden of the Gods Road in Colorado Springs, Colorado. Joel performed the field logging, coordinated driller and traffic controller, confirm that traffic control setup, performed laboratory testing and assisted with

YEARS EXPERIENCE

8

YEARS WITH FIRM

4

EDUCATION

BS, Earth Science / Geology

LICENSES/ CERTIFICATIONS

- » ACI Field
- » ACI Aggregates
- » Nuclear Gauge Safety
- » CDOT SMM/LIMS
- » LABCAT A, B
- » OSHA 10 Hr
- » ICC Soils Special

the engineering analysis and report writing. The field exploration was performed during night-time and was completed successfully.



MIKE QUINN, PE
Material Subject Matter
Expert

Mike is a licensed civil engineer with 29 years of experience in construction inspection, materials testing, geotechnical investigations, pavement design, and heavy civil construction project management. He began his career as a materials tester—working with soil, concrete, asphalt, and masonry in both field and laboratory settings—and advanced to laboratory manager and office manager roles. His broad

experience spans DOT, residential, commercial, FAA, and industrial projects.

Mike has completed numerous airport-related testing projects in accordance with FAA specifications, including work on runway and taxiway embankments, asphalt pavements, and concrete pavements.

Project Experience

Runway Reconstruction, Oxnard Airport, Oxnard, CA.

Construction Manager. Mike oversaw for the construction oversight efforts for the reconstruction of Runway 7-25, Taxiway Connector, and Parallel Taxiway Pavement.

Taxiway A South Rehabilitation, Vault Construction, and Lighting Improvements, Provo Airport, Provo, UT.

Construction Manager. Mike provided construction administration services to rehabilitate and realign Taxiway A South to enhance safety at the Airport. As part of the project, a new electrical vault was constructed on the west side of the airport near the control tower allowing the ATCT to properly control the runway and taxiway lights. As part of the new electrical vault, each taxiway was placed on a separate regulator to allow each taxiway to be controlled independently, which required new home run cables from each taxiway to the new vault. All signs were replaced as part of this project.

Runway Reconstruction, Jackson Hole Airport, Jackson, WY.

Construction Manager. Due to Jackson Hole Airport's single runway configuration, this project required a full shutdown of the airfield for 78 days to complete the needed full-depth reconstruction. With the Airport being located in Grand Teton National Park, the highest degree of environmental stewardship needs to be considered for any project on the Airport. Unique features of this runway project include the installation of a surface capture runoff system via redundant slot drains on each side of the runway that will collect and send runoff flows to the Airport's recently constructed underground detention and filtration system.

De-ice Pad Construction, Eagle County Regional Airport, Gypsum, CO.

Construction Manager. The project consisted of constructing a new pavement area for aircraft de-icing operations, including infrastructure to collect and store the spent de-ice fluid

YEARS EXPERIENCE

29

YEARS WITH FIRM

18

EDUCATION

BS, Civil Engineering and Environmental Health

LICENSES/

CERTIFICATIONS

Professional Engineer, CO 39834

as well as new storm sewer and associated drainage infrastructure. The project also required relocating a portion of the airport perimeter road and fence.



ROBERT MAESTAS, PLS
Surveying

Robert brings 38 years of surveying experience in boundary, topographic, and right-of-way surveys. His expertise includes right-of-way plans, topographic surveys, survey control diagrams, ownership maps, aerial mapping control and project management. He has led the surveying effort for numerous transportation projects throughout Colorado.

Project Experience

Runway 16L-34R Survey Project, DEN, CO.

Survey Manager. Managed surveying activities for the replacement of pavement panels along Runway 16L-34R. 105 West, Inc. used DEN's National Geodetic Survey control stations and Low Distortion Projection to establish control points. They located specific pavement panel corners based on client-provided locations and delivered the coordinates for the client's design work.

Runway 8-26 Complex Pavement Rehabilitation, DEN, CO.

Survey Manager. Managed all surveying efforts including, but not limited to: establishing survey control using the current DEN datum, the establishment of survey control for 3-Dimensional scan of RW 8-26, planned out and coordinated topographic design surveys and oversaw the preparation of the Digital Terrain Model (DTM). Planned out the concrete panel replacement surveys and coordinated subsurface utility surveys & geotechnical borehole surveys. Prepared

and compiled all tailgate safety meetings and provided all field surveying coordination/correspondence with aviation operations and airfield construction. The majority (90%) of the work performed on this contract was coordinated during daytime hours with the execution of field surveys taking place at night.

Pikes Peak Parking Lot, DEN, CO.

Survey Manager. Managed all surveying efforts including but not limited to establishing survey control using the current DEN datum, topographic design surveys, subsurface utility surveys, utility pothole surveys & geotechnical borehole surveys.

United Airlines Hangar

Rehabilitation DEN, CO. Survey Manager. Managed all surveying efforts including but not limited to establishing survey control using the current DEN datum, topographic design surveys, subsurface utility surveys & geotechnical borehole surveys.

YEARS EXPERIENCE

38

YEARS WITH FIRM

18

EDUCATION

BS, Surveyor

LICENSES/ CERTIFICATIONS

Professional Surveyor, CO
34986

DEN Taxiway ADG VI

Improvements, DEN, CO. Survey Manager. Managed all surveying efforts including, but not limited to: establishing survey control using the current DEN datum, topographic design surveys, subsurface utility surveys, utility pothole surveys & geotechnical borehole surveys.



**RICHARD
MUNTEAN, PLS**
Surveying

Richard has more than 28 years of surveying experience in boundary, topographic, and right-of-way surveying. He has been with firm for thirteen years. His expertise includes right-of-way plans, topographic design surveys, geodetic control networks, ownership maps, data processing and project management. Richard is recognized in his profession as a leading software authority. His software

expertise includes AutoCAD Civil 3D, MicroStation, and Trimble Business Center.

Project Experience

Gate Apron Rehabilitation & Drainage Improvements (GARDI), DEN, CO. Surveyor in Charge for the GARDI program. He coordinated all survey work for Concourses A and B. This work was very broad and ranged from topographic design survey to high accuracy survey of the passenger loading bridges, dog house conveyor systems, utility penetrations into basement, to full survey of the basement layouts and features. He also oversaw all pertinent DEN documents and safety requirements with the appropriate DEN personnel, control development utilizing the DEN LDP, utility surveys and was the surveyor of record for all final control diagrams.

Runway 7-25 Complex Pavement Rehabilitation Project, DEN, CO. Surveyor. The project consisted of the replacement of specific pavement panels along Runway 7-25, Taxiway G and Taxiway B. 105 All control was established using the DEN Low Distortion Projection (LDP). Using pre-determined pavement panel locations provided

by the client, 105 West located specific pavement panel corners along Runway 7-25 and Taxiways G & B. The resulting coordinates were provided to the client for use in their design to rehabilitate said panels.

United Airlines Remote Aircraft Parking Project, DEN, CO.

Surveyor in Charge. He coordinated all pertinent DEN documents and safety requirements with the appropriate DEN personnel, oversaw control development utilizing the DEN LDP, topographic design surveys, utility surveys and was the surveyor of record for all final control diagrams.

Taxiway EE Project, DEN, CO. Surveyor in Charge. He coordinated all pertinent DEN documents and safety requirements with the appropriate DEN personnel, oversaw control development utilizing the DEN LDP, topographic design surveys, utility surveys and was the surveyor of record for all final control diagrams. All work for this project was done in record time to keep the design team moving forward and on critical path to meet

YEARS EXPERIENCE

28

YEARS WITH FIRM

13

EDUCATION

Pennsylvania State University
College of Business

LICENSES/ CERTIFICATIONS

Professional Surveyor, CO
38189

the extremely fast paced schedule required by DEN.

West Gates DIW Ponds

Expansion, DEN, CO. Survey Manager. Managed all surveying efforts, including, but not limited to, establishing survey control using the current DEN datum, topographic design surveys, sub-surface utility surveys, utility pothole surveys, and geotechnical borehole surveys. Maintained authorized agent for security badging purposes on the project. Provided all field surveying coordination with aviation operations and airfield construction.



JENAY PLANK
BIM

Jenay is an architectural designer and BIM expert that is technically proficient in all phases of architectural project delivery, from schematic design through construction administration. She contributed to multidisciplinary teams on diverse project types, ensuring design integrity, code compliance, and constructability. Her strengths include producing detailed construction documents,

coordinating with consultants and contractors, managing RFIs and submittals, and maintaining quality control throughout the project lifecycle. Jenay brings attention to detail, clear communication across stakeholders, and a commitment to delivering technically sound services.

Project Experience

Ground Ops, Southwest Airlines, DEN, CO. Designer/Construction Administrator. Designed and coordinated a tenant improvement project for Southwest Airlines, adhering to the design standards provided by the Airport and Southwest.

General Use Building, Southwest Airlines, DEN, CO. BIM. New 107,000 SF for Provisioning, Facility Maintenance, and Ground Service Equipment Maintenance.

Cargo Facility, Southwest Airlines, DEN, CO. BIM. New 28,640SF Cargo processing and storage building at DEN.

Chemical Storage Building, Southwest Airlines, DEN, CO. BIM. This project consists of the procurement of electrical, fire alarm, and structural connection design of a preengineered chemical storage building to be located at the Southwest Airlines DEN RON Hangar at DEN. The chemical

storage building is located on the east side of the DEN RON Hangar Building in the equipment staging lot and is used to store chemicals and hazardous materials for Southwest Airlines at the Hangar.

ADA Phase 3A, San Jose Mineta International Airport, San Jose, CA. Project Coordinator.

Collaborated with the AOR and the San Jose Airport on a large renovation initiative to update the Airport to meet today's accessibility standards.

Air Traffic Control Tower, Jefferson City Memorial Airport, Jefferson City, MO. Designer/Construction Administrator.

Assisted with the pre-cast components of the JEF Air Traffic Control Tower, ensuring building codes are adhered to within the tight constraints of the tower.

YEARS EXPERIENCE

3

YEARS WITH FIRM

3

EDUCATION

BS, Architecture



JESSE ERICKSON, PE
BIM

Jesse has 21 years of civil design and construction experience on the Front Range and Western Slope mountain communities. His primary experience has been in aviation and land development and includes a wide variety of items from entitlement and master planning, to site design and production, to construction surveying and inspection. His experience also

includes various designs and investigations for utilities, pavement, drainage systems, mass excavations, and roadways. His management skills include coordination of design team members and project consultants.

Project Experience

Taxiway Echo/Echo Design, DEN, CO. BIM Compliance. Ensured the project adhered to the BIM project execution plan.

Remote Aircraft Parking Pad at DEN, United Airlines, CO. BIM Lead Task Manager responsible for ensuring the project adheres to the BIM standards set forth by DEN.

Taxiway F & G Rehabilitation, DEN, CO. Project Engineer and BIM Compliance. Ensured the project adhered to the BIM project execution plan. Supported the design efforts for the panel replacement and drainage improvements associated with the project.

Runway 7/25 Complex Pavement Rehabilitation (2017), DEN, CO. BIM Compliance and Project Engineer. Ensured the project adhered to the BIM project execution plan. Supported the design efforts for the panel replacement and drainage improvements associated with the project.

Runway 16L/34R and Taxiway Z Rehabilitation, DEN, CO. BIM Manager. Ensured the project adhered to the BIM project execution plan.

Hotel and Transit Center Program - Utility Design, DEN CO. Project Engineer. Based on the recommendations from the Conceptual Utility Report, the utility systems were analyzed in greater detail and final designs were completed. The area of proposed development was located in an area that was heavily congested with existing utilities and structures. The utility demolition and reconstruction was phased to allow the existing terminal facilities to stay in service during the five-year construction duration, while allowing the proposed structures to be constructed. The utility systems included: potable water, sanitary sewer, natural gas, primary electric, and a fire protection water main. Responsibilities included project coordination with outside consultants to accommodate a dynamic site, coordination with municipal

YEARS EXPERIENCE

21

YEARS WITH FIRM

13

EDUCATION

BS, Civil Engineering

LICENSES/ CERTIFICATIONS

Professional Engineer, CO
41675

utility companies, design oversight, and quality control review.



AARON APODACA
BIM

Aaron is a CADD Designer on civil engineering and airport improvement projects. His experience ranges from horizontal design through as-built drawings on large-scale airfield improvements to terminal/concourse additions. He has experience analyzing survey and geotechnical reports, creating preliminary exhibits and construction

phasing, construction documents, and quality control. His experience includes many disciplines (civil and electrical), and is a valuable asset in coordinating complex projects.

Project Experience

Taxiway Echo/Echo Design, DEN, CO. CADD/BIM Specialist.

Assisted with the full length design of Taxiway EE. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. Significant earthwork cut was required to achieve the required taxiway centerline gradient to meet FAA Airport Design Group V criteria. The design was completed in four months to meet FAA's schedule.

Taxiway F and G Pavement/Lighting Rehabilitation, DEN, CO. CADD/BIM Specialist.

Supported the design efforts for the panel replacement and drainage improvements associated with the project. Responsibilities included fillet analysis and design and construction phasing.

Runway 17L-35R Runway and Lighting Rehabilitation, DEN, CO. CADD/BIM Specialist.

Replaced select pavement panels, updated portions of the airfield electrical and lighting system, and relocated supplemental wind cones and CSS I/O cabinets outside the Runway Object Free Area.

Taxiways B4, F, and G Safety Area Widening to ADG V, DEN, CO. Aaron served as the CAD

Lead for this project that entailed widening taxiway shoulders from Airport Design Group (ADG) IV to ADG V to meet the current FAA criteria. Responsibilities included setup of as-builts for Runway 7-25 Taxiways B4, G, and F. Included in the plans were all front end sheets, geometry, demolition, grading, utilities, typical sections, profiles, detail paint, and erosion control layouts. Taxiways B4, F, and G Safety Area Widening to ADG V is currently under design.

YEARS EXPERIENCE

22

YEARS WITH FIRM

17

Peña Boulevard Bridge

Additions, DEN, CO. CAD Lead.

Responsibilities in this project included the proposal of Bridge A and Bridge B for the proposed haul route from the South Terminal Area to the job site. Additional job responsibilities included setup of as-builts with survey, setup of plans, geometry, demolition, grading, utilities, typical sections, profiles, paint, details, erosion control, and electrical sheets.



**KRYSTOFER PAJKA, EIT
BIM**

During his time with KDG, Krystofer has done extensive bridge inspection work as well as working on the BIM modules for DEN. He has proven to be comfortable working in AutoCAD Civil 3D and MicroStation. He has completed dozens of bridge inspections for Denver Transit Operators. He has been developing a sense of what to look for when analyzing

bridges and culverts for defects. He has been familiarizing himself with various codes and standards for drawings for different projects such as the CDOT Bridge Detail Manual, CDOT M&S Standards, and Building Information Modeling (BIM) Standards for DEN.

Project Experience

2021 Airside and Landside On-Call Engineering DEN, CO.

Structural and BIM Designer. Krystofer is providing AutoCAD BIM and providing structural design and CAD services on multiple projects.

Taxiway Echo/Echo Design, DEN, CO. BIM Specialist. Krystofer performed BIM Module modifications for as-builts.

Runway 17L-35R Rehabilitation, DEN, CO. BIM Specialist. Krystofer performed all the BIM Module work on this project.

Remote Aircraft Parking Pad at DEN, United Airlines, Denver, CO. Structural and BIM Designer. Provided structural design and verification of various utility vaults conforming to aircraft loading. Worked on the BIM modules for the CAD drawings.

Waterline at DEN, Southwest Airlines, Denver, CO. Designer. Provided design and CAD drawings for a waterline for Denver Water. Went through multiple

review sessions to provide details in accordance with Denver Water requirements.

Denver Transit Operators Railway Bridge Inspections, Denver, CO. Bridge Inspector. Inspected railway bridges for Denver Transit Operators. He has been assigned to photograph typical views of each bridge as well as compile gathered information into the form of reports and assist in creating repair and maintenance plans/recommendations to be submitted to DTO. He also makes modifications to their Microstation drawings for as-built conditions.

Denver Transit Operators Pedestrian Bridge Inspections, Denver, CO. Bridge Inspector. Inspected four pedestrian bridges including three long span truss bridges. Work included providing field notes, inspection reports, photograph documentation, and quality control.

YEARS EXPERIENCE

2

YEARS WITH FIRM

2

EDUCATION

MS, Structural Engineering
BS, Civil Engineering

**LICENSES/
CERTIFICATIONS**
Engineer-in-Training

Trilby Road over Fossil Creek, Fort Collins Culvert Design, Fort Collins, CO. Structural Designer. Developing design and plans for a new bridge to replace a CMP replacement for the City of Fort Collins. All work is in accordance with CDOT's standards and the requirements of the City of Fort Collins. He developed roadway plan and profiles from topographic surveys and also the general layout of the box



TOM RICHARDSON
Utility Designating

Tom has been a utility designator in the state of Colorado for 35 years. With a perspective honed through his experience in the industry, he recognized the need for a company that specializes in design engineering purposes and started TRLLC in 2014. He was the main designator at DEN for 14 years, and in 2024 TRLLC was

awarded the DEN “Utility Locate Services” contract

Project Experience

Utility Locate Services, DEN, CO. Project Supervisor. Responded to 811 locate requests and mark for all DEN underground assets.

Fiber Design, Douglas County, CO. Project Supervisor. Utility designation for design of fiber routes through Douglas County.

Sun Valley DHA, Denver, CO. Project Supervisor. Utility designation for design of development for Denver Housing Authority.

Concourses A & B / Retention Ponds, DEN, CO. Project Supervisor. Utility designation for design of DEN projects.

On-Call Designating Contract, Auraria Higher Education Campus, Denver, CO. Project Supervisor. Responsible for designating all utilities on the campus for construction projects.

On-Call Designating/Locating, Denver Water, Denver, CO. Project Supervisor. Responsible to designate and occasionally pothole all dry utilities for the water line replacement project.

YEARS EXPERIENCE

35

YEARS WITH FIRM

12



JOHN BAUER
FAA Liaison

John helps aviation clients to maximize federal funding opportunities and build strong relationships with their state and federal partners. John works with airport sponsors and state aeronautics divisions to support all facets of aviation infrastructure projects. This includes compliance, environmental processes, planning, design, oversight, and funding.

He brings valuable experience to the team, with nearly three decades in aviation and grant management

experience. His work as a leader in the FAA's Office of Airports adds a unique perspective to funding opportunities. During his time with the FAA, he found creative ways to fund large capital programs at airports ranging from busy general aviation to large hubs. His time as a key member of an Office of Airports team dedicated to congressional funding allows him to offer an inside look at how the FAA makes important funding decisions and the policy that guides them.

Project Experience

Bipartisan Infrastructure Law Team, Federal Aviation Administration—Colorado. John led the team in the development of all facets of a new Bipartisan Infrastructure Law (BIL) program, the AIG Funding Reallocation Program (AFR). He led work including modifications required to all internal systems, external applications processes, and development of the Notice of Funding Opportunity (NOFO).

CARES, CRPSA, and ARPA Funding Programs, Denver Airports District Office—Colorado, Utah, and Wyoming.

As the manager of the Denver Airports District Office, John led various Office of Airports funding programs including Coronavirus Aid, Relief, and Economic Security Act (CARES); Coronavirus Response and Relief Supplemental Act (CRRSA); and American Rescue Plan Act (ARPA).

Passenger Facility Charge Program, Denver Airports District Office—Colorado, Utah, and Wyoming. As assistant manager, John led the office in all aspects of the Passenger Facility Charge program and the Airport Improvement Program including engineering, planning programs, compliance, fiscal control, and environmental programs.

YEARS EXPERIENCE

29

YEARS WITH FIRM

>1

EDUCATION

BS, Civil Engineering



MARC MILLER
 FAA Liaison

Marc brings over 20 years of experience working for the FAA Denver ADO. Before joining Woolpert, Marc served as the Assistant Manager for the Denver ADO for the past four and half years, where he provided guidance, direction, and technical requirements related to airport engineering, airport and system planning, environmental planning, financial assistance programs, compliance with grant assurances and airport safety.

While retaining the duties of the Assistant, Marc also operated as the Acting Manager for the office for over a year. During that time, he oversaw the implementation of the BIL program for the ADO and provided guidance to all stakeholders to ensure the timely and accurate execution of the legislation.

Project Experience

FAA Denver ADO

- » Airport engineering
- » Airport and system planning
- » Environmental planning
- » Financial assistance programs (Airport Improvement Program and Passenger Facility Charge)
- » Grant assurances and airport safety
- » Bipartisan Infrastructure Law (BIL) program implementation

WY/CO State Engineer and Compliance Specialist

- » AIP grant assurances
- » Airport lease, fee and rental structures
- » Rules and regulations
- » Minimum standards
- » Access agreements
- » Financial submissions and audit findings
- » Potential unjust discrimination cases, non-aeronautical uses
- » Land releases
- » Compatible land uses
- » Airline incentives
- » FAA’s Revenue Use Policy

YEARS EXPERIENCE

22

YEARS WITH FIRM

2

EDUCATION

BS, Civil Engineering



JENNIFER HALE, ENV SP
Sustainability/Envision

Jennifer is a sustainability professional with over 25 years of expertise in driving sustainable, resilient, and equitable infrastructure solutions for municipal and airport clients. As an Envision Sustainability Professional (ENV-SP) and ISI Verifier with deep expertise in the ISI Envision® Framework, she excels at leading multidisciplinary teams through structured facilitation to develop tailored sustainability and resilience strategies that

align with each project's unique needs. Jennifer's strengths in systems thinking, strategic planning, and stakeholder collaboration enable her to deliver measurable performance outcomes that advance environmental stewardship, social equity, and long-term community well-being. She has successfully guided more than a dozen Envision projects for the City and County of Denver, Adams County, and DEN.

Project Experience

Runway 17L-35R Rehabilitation Project, DEN, CO.

Envision Specialist. The Runway 17L-35R Rehabilitation Project was issued under the Airside and Landside Engineering Services On-call that Pinyon holds as a sub-consultant. Pinyon led the Envision task for this project, working in collaboration with the design team and DEN project team on the development and identification of sustainability strategies to support DEN's goal to achieve a minimum "Verified" award level. Jenn led the process of implementing sustainability improvements on the project utilizing the Institute for Sustainable Infrastructure (ISI) Envision framework and Pinyon's library of proprietary tools. The project is currently working towards submission to ISI for formal third-party verification.

Design of Economy Parking Lot Pavement Rehabilitation (Phase 1), DEN, CO. Jennifer led the Envision task for this project, working in collaboration with the design team and DEN project team

on the identification of sustainability strategies that go above and beyond standard practices, and support DEN's goal to achieve a minimum "Verified" award level. Pinyon implemented a phased approach to help guide and build the project team's understanding of the Institute for Sustainable Infrastructure's (ISI) Envision standards. Jennifer led the team in identifying strategies to support improvements in DEN stakeholder engagement to identify opportunities to improve health and/or safety, wayfinding, and access. She also supported the team in identifying potential synergies with DEN's sustainability goals.

West Gates Deicing Waste (DIW) Pond Expansion, DEN, CO.

Jennifer provided ENV-SP leadership for Southland Holdings, the project construction contractor. Pinyon implemented a construction sustainability action plan that identified strategies, tasks, responsibilities, and deliverables to support the achievement of Envision construction-related credits. Pinyon supported Southland Holding in

YEARS EXPERIENCE

25

YEARS WITH FIRM

3.5

EDUCATION

BS, Ecology and Evolutionary Biology

LICENSES/ CERTIFICATIONS

Certified Envision® Sustainability Professional (ENV SP) and Verifier by the Institute for Sustainable Infrastructure

developing a project construction waste plan, monitoring construction waste diversion efforts, and helping identify and secure external partnerships to reuse project materials. Pinyon's efforts supported the project's application to ISI for formal third-party verification.



**HASEEB MIRZA, MPE,
CM, ENV SP**
Sustainability/Envision

Haseeb is an aviation planner with 10 years of planning experience leading deliverables for small-, medium-, and large-hub airport clients, including at DEN and for United Airlines. He has contributed as a planner on projects such as gate planning, master plans, airport layout plans, construction safety phasing plans, demand capacity analysis, environmental assessments, re-evaluation

memorandums, and categorical exclusion documents.

He is an Envision certified professional and will be mentored by Jennifer Hale for this Contract.

Project Experience

Runway 7/25 Rehabilitation, DEN, CO. Envision Support. Haseeb is assisting with the implementation and integration of the Envision process in the design and construction of the Runway 7/25 Rehabilitation project. He's assisting with design team coordination, strategic analysis, support documentation coordination, technical review, and dashboard administration.

United Airlines On-Call Planning, Nationwide. Task Manager. Haseeb is a task lead on this extension of staff contract for United. Work has included utilizing AutoCad and AviPlan Airside Pro software to develop gate layouts, examine temporary gates for construction phasing, design standards, and terminal analysis for hub and line station airports, including DEN.

On-Call Planning, DEN, CO. Task Lead. Haseeb is a task lead on the on-call contract supporting DEN Planning Department. Tasks have included providing in-depth

AviPlan Airside Pro training and leading the development of the Planning Department's CAD Standards Manual.

GA Apron and Taxiway Reconstruction, Buffalo Niagara International Airport, NY. Haseeb developed the alternatives for the GA apron and Taxiways P and Q reconstruction project, up-gauging existing parking positions and maximizing pavement usage.

Airfield Guidance Sign and Navigational Aid Rehabilitation, Niagara Falls NY. Haseeb assisted with the development of a Construction Safety Phasing Plan (CSPP) for the Niagara Falls Airfield Sign and NAVAID Rehabilitation project. In this role, he developed a set of exhibits (using NCS standards) and instructions detailing the recommended approach for work that spans the entire airfield, while minimizing potential impacts to aircraft operations.

YEARS EXPERIENCE

10

YEARS WITH FIRM

4

EDUCATION

Masters of Public Administration
BS, Aviation Management and Airport Planning/Political Science

LICENSES/ CERTIFICATIONS

Certified Member, AAAP
Certification in Project Management, Northwestern University
Envision Sustainability Professional, Institute for Sustainable Infrastructure



**ASHLYN YOUNG, CM,
AC, ENV SP**
Sustainability/Envision

Ashlyn is an Aviation Planner who has a strong airport operations background. She has over five years of large-hub professional experience in Airfield Operations at Dallas/Fort Worth International Airport (DFW). During her time at DFW, Ashlyn acted in several roles with progressive responsibility including Airfield Operations Agent, Assistant Airfield Operations Officer, and Airfield Operations Officer. In those roles,

Ashlyn oversaw airfield construction activities including multiple taxiway and runway rehabilitation projects, runway concrete panel replacements, airfield signage replacement projects, the addition of the Northeast End Around Taxiway.

Project Experience

Runway 7/25 Rehabilitation, DEN, CO. Envision Support. Ashlyn is acting as the Credit Coversheet Author, and assisting with Envision Dashboard Administration, Team Coordination, and Supporting Documentation. Ashlyn will be responsible for gathering documentation to support Envision credit pursuit, as well as analysis of project and DEN sustainability goals to facilitate the Airport's goal of a "Verified" Envision award for the project. Ashlyn will also assist in determining key learnings and processes that can be codified and applied to future Envision projects at DEN.

Airfield Guidance Sign and Navigational Aid Rehabilitation, Niagara Falls, NY. Planner. Ashlyn recently assisted in the creation of a Construction Safety Phasing Plan (CSPP) for the Airfield Guidance Sign and Navigational Aid Rehabilitation Project at Niagara Falls International Airport (IAG). Ashlyn helped to create a series of phasing exhibits which divided work that

will span the entire airfield, including the Niagara Falls Air Reserve Station at the north end of the airfield.

GA Apron and Taxiway Reconstruction, Buffalo Niagara International Airport, Buffalo, NY. Planner. Ashlyn helped create exhibits for the Buffalo Niagara International Airport GA Apron Rehabilitation Project. Ashlyn also assisted with an analysis of the apron that would determine the optimal layout and aircraft parking configuration, including consideration for planned future development in the vicinity of the existing apron. Ashlyn used AviPLAN software to provide several possible aircraft parking alternatives.

United Airlines On-Call Planning, Nationwide. Planner. Ashlyn is currently working on an On-Call Planning contract for United Airlines. Recent deliverables include conducting an analysis of gate space at Stockholm Arlanda Airport (ARN), Los Angeles International Airport (LAX), and Newark International Airport (EWR) and assisting with the

YEARS EXPERIENCE

8

YEARS WITH FIRM

2.5

EDUCATION

MS, Aerospace
Administration and Logistics
BS, Aviation Management

LICENSES/ CERTIFICATIONS

Certificate in Airport Planning,
Design and Development,
Embry-Riddle Aeronautical
University, 2019

Certified Member (C.M),
AAAE

Airport Certified
Employee (ACE) – SMS,
Airfield Operations, and
Communications, AAAE

Envision Sustainability
Professional, Institute for
Sustainable Infrastructure

creation of exhibits for use in aircraft deicing activities at the gate.

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

City and County of Denver
Denver International Airport

Proposer: Woolpert, 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.

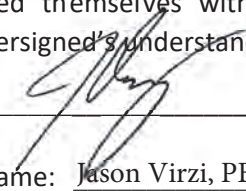
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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: 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: Jason Virzi, PE, Vice President, Regional Practice Manager

Proposer's Business Address: 720 South Colorado Boulevard, Suite 1200-S, Glendale, CO 80246

E-mail address: jason.virzi@woolpert.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Woolpert, Inc.Proposer Address: 720 South Colorado Boulevard, Suite 1200-S, Glendale, CO 80246Phone: 800.414.1045 Fax N/AEmail: jason.virzi@woolpert.comFederal Identification Number: 20-1391406Principal in Charge (Name & Title): John Duane Ingram, Senior Vice PresidentProject Manager for this RFP (Name & Title): Ben Gonzales, Project ManagerEqual Employment Opportunity Officer: Laura Woolford

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

Underwriters of Lloyds, The Charter Oak Fire Insurance Company, The Phoenix Insurance CompanyTravelers Property Cas Co of America, Endurance American Specialty Ins. Co.**Parent Company Information
(If Applicable)**Name of Company: N/A

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☒ Corporation

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

- ☐ Subsidiary
- ☒ Parent Company

State of Incorporation: Ohio

Is this a joint venture?

- ☐ YES
- ☒ NO

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

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

Not Applicable

References
(Provide three professional references below)

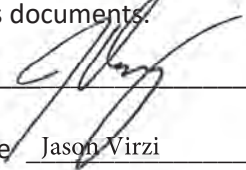
1. Company Name: Salt Lake City Department of Airports
Contact: Bob Bailey
Project Title: Salt Lake City International Airport On-Call Civil Engineering Services
Email: bob.bailey@slcgov.com
Phone Number: 801.575.2962

2. Company Name: Jackson Hole Airport
Contact: Jim Elwood
Project Title: Jackson Hole Airport On-Call Engineering and Architectural Services
Email: jim.elwood@jhairport.org
Phone Number: 307.733.7682

3. Company Name: United Airlines
Contact: Russell Carr
Project Title: Remote Aircraft Parking Pad at DEN
Email: russell.d.carr@united.com
Phone Number: 303.348.3519

CERTIFICATION

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

Signature  Title Vice President, Regional Practice Manager

Print Name Jason Virzi

Date September 18, 2025

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

Signature  Title Vice President, Regional Practice Manager
Print Name Jason Virzi
Date September 18, 2025

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.

Woolpert DUNS Number: 008929457

Woolpert affirms all requirements described above and has no applicable disclosure conditions.
