

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 **JACOBS ENGINEERING GROUP INC.**, a Delaware 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 program management support services in support of the City’s development of a state-of-the-art Consolidated Rental Car Facility (“**ConRAC**”), a Common Transportation System (“**CTS**”), and associated enabling work (collectively, the “**ConRAC and CTS Program**” or “**Program**”); 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 ConRAC and CTS Program Management Support Services project (the “**Project**”); and

WHEREAS, pursuant to this Agreement, Contractor shall provide professional Program Management Services to the City’s DEN Special Projects Division; 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 through the Chief Construction and Infrastructure Officer of the Department of Aviation (“**CCIO**”) to the Special Projects Division. The relevant Senior Vice President (the “**SVP**”) may designate a Project Manager (the “**Principal 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 Principal 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, including as delegated by the CEO to the SVP, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. Without requiring an amendment to this Agreement, the City may, through a form issued by the CEO and signed by the Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Principal Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”) in accordance with the provisions of *Exhibit E* attached hereto and incorporated herein. The City may amend and replace *Exhibit E* at any time without requiring an amendment to this Agreement by written notification from the SVP to the Contractor. The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Principal Project Manager may alter, reduce, or increase the scope of work and/or staffing required by a Task Order by issuing revised Task Order (“**Task Order Change Order**”) and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the alteration, reduction, or increase.

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 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. 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.

E. 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 SVP. Contractor shall request the SVP’s approval in writing in accordance with the requirements described in *Exhibit E* 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 SVP shall have the right to reject any proposed outside subcontractor deemed by the SVP to be unqualified or unsuitable for any reason to perform the proposed

services. The SVP 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.

F. 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**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or the Principal Project Manager. 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 Principal 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 Principal Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Principal 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 Principal Project Manager. Contractor's failure to obtain the Principal 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 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 three (3) 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 **ten (10) years** from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

B. If the Term expires prior to Contractor completing the work under this Agreement, 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 at any time with or without cause. Upon receipt of notice from the Principal Project Manager, 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 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 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, the City may either:

- a. Terminate this Agreement 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 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 pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement 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 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 4(C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, 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 additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for 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 **One Hundred Fifty Million Dollars and Zero Cents (\$150,000,000.00)** (“**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. Contractor’s fee is based on the time required by its professionals, including its subcontractors’ professionals, to complete the services under this Agreement. Initial ranges of hourly rates organized by position classification are set forth in **Exhibit B** attached hereto and incorporated herein (“**Rates**”) and vary according to the skill and experience required for each classification. Subject to the provisions of this Section 5.D., the City may amend and replace **Exhibit B** without requiring an amendment to this Agreement by mutual agreement between the Parties. The CCIO, in his or her sole discretion, may annually adjust the Rates. 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 the Contractor’s written request submitted to the Principal 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 the Contractor’s request. Subject to the maximum percentage for any adjustment provided herein, the City reserves the right to accept, reject, or negotiate the 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 in the form and format directed by the City and in accordance

with the requirements provided in ***Exhibit E***, 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 and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer’s certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to Specialprojectscontracts@flydenver.com.
- viii. 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.
- ix. 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 in accordance with ***Exhibit E*** from the SVP, the Principal Project Manager, or their authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. 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 Principal Project Manager 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 Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. The Contractor’s Goal Commitment to MWBE participation for this Agreement is 25% as stipulated in the Division of Small Business Opportunity’s (“**DSBO**”) MWBE Participation Form submitted by the Contractor.

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

- a. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan (also known as MWBE Equity, Diversity and Inclusion Plan), attached as **Exhibit D**, in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation requirement. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- c. If amendments or other contract modifications are issued under this Agreement that include an increase in scope of work under this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to

DSBO for notification purposes.

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

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

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

Date bid or proposal issuance was advertised: October 28, 2024.

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 with a list of all subcontractors providing any services under the Agreement.

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

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver 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 the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

9. DISPUTES:

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

10. 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 USC § 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. 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.

E. Compliance with Patent, Trademark and Copyright Laws.

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

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

F. Notices.

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

by Contractor to:

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

And by the City to:

Jacobs Engineering Group Inc.
717 17th Street, Ste 2750
Denver, Colorado 80202
Attn: Bill VanHercke

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 Principal 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 Principal 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 Principal Project Manager or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

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

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

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

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

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

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

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

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

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

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

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. 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.

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

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the 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 Principal Project Manager 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 time.

E. Examination of Records and Audits.

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

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning

the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

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

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

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

12. 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.

13. 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 the 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 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.

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Sections 1 through 16 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: Utilization/EDI Plan
- Exhibit E: Task and Invoice Procedure

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Sections 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1
Sections 1 through 16 hereof
Task Order Change Order
Task Order
Exhibit A
Exhibit B
Exhibit C
Exhibit E
Exhibit D

16. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202476380-00
JACOBS ENGINEERING GROUP 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: PLANE-202476380-00
Contractor Name: JACOBS ENGINEERING GROUP INC.

By:

DocuSigned by:

William VanHercke

8AA40BA4A42E446...

Name: william VanHercke
(please print)

Title: Vice President, US West Aviation
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



EXHIBIT A

SCOPE OF WORK

INTRODUCTION

This Scope of Work (SOW) outlines the responsibilities and deliverables for the selected Program Management Team (PMT or Contractor) to support the City and County of Denver, acting on behalf of its Department of Aviation (City) in delivering a state-of-the-art Consolidated Rental Car Facility (ConRAC) and Common Transportation System (CTS), as well as other potential capital improvement initiatives at DEN, in accordance with the Agreement for Professional Services to which this Exhibit A is attached (Agreement).

OBJECTIVES

- Deliver a state-of-the-art ConRAC and CTS.
- Ensure projects are completed on time, within budget, and to the highest quality standards.
- Integrate seamlessly with the City's project team and stakeholders.
- Provide innovative and cost-effective solutions to meet project goals.

SCOPE OF SERVICES

The PMT shall provide comprehensive program management services as directed and further specified in Task Orders issued by the City, including but not limited to:

1. Program and Project Management

- Develop and implement a Program Management Plan.
- Oversee project execution, ensuring alignment with DEN's goals and objectives.
- Coordinate with City staff, contractors, and stakeholders.

2. Environmental Services

- Support the development of NEPA documents.
- Ensure compliance with environmental regulations.

3. Preliminary Programmatic Definition and Baseline Development

- Define program requirements and establish baselines.
- Develop detailed project scopes, schedules, and budgets.

4. Permitting Coordination

- Facilitate the permitting process with relevant authorities.

- Ensure timely acquisition of all necessary permits.

5. Delivery Method Evaluation

- Assess and recommend appropriate delivery methods for each project.
- Implement selected delivery methods effectively.

6. Program Oversight, Governance, and Reporting

- Establish governance structures and reporting mechanisms.
- Provide regular updates to DEN's Senior Leaders.

7. Program and Project Controls

- Implement cost and trend management processes.
- Develop and manage project schedules.
- Conduct estimating and independent cost verification.

8. Records Management and Document Controls

- Maintain comprehensive project documentation.
- Ensure proper records management and document control procedures.

9. Risk Management and Insurance Program Support

- Identify and mitigate project risks.
- Support the development and implementation of insurance programs.

10. Quality Assurance and Quality Control

- Develop and implement Quality Management procedures.
- Ensure all project deliverables meet quality standards.

11. Stakeholder Engagement and Communications

- Engage with stakeholders.
- Develop and execute stakeholder engagement plans.

12. Procurement and Contract Administration

- Support procurement processes and solicitation development.

- Support contract administration and manage contractor performance.

13. Commissioning and Operational Readiness

- Manage commissioning processes.
- Support operational readiness, activation, and transition (ORAT) activities.

14. Planning and Schematic Studies

- Conduct planning and schematic studies as required.
- Provide recommendations based on study findings.

15. Change Management

- Implement change management processes.
- Ensure changes are documented and approved.

16. Construction Management

- Project Oversight: Monitoring contractor compliance and coordinating work with DEN operations, tenants, agencies, utilities, and other parties.
- Scheduling: Reviewing contractor schedules, managing consolidated program schedules, and maintaining up-to-date schedule information.
- Reports: Keeping accurate project records and preparing reports as requested.
- Cost Control: Maintaining the project budget, incorporating change orders, and identifying cost variances.
- Requests for Information/Design Revisions/Contract Change Orders: Tracking, reviewing, and processing RFIs, design changes, and change orders.
- Permits: Ensuring all required permits are obtained and monitoring contractor compliance with permit requirements.
- Airport Security: Coordinating with Airport Security to ensure adherence to security procedures.
- QA Inspection and Special Inspections: Ensuring adequate inspection coverage and compliance with contract documents.
- Submittals/Shop Drawing Review: Tracking and processing submittals, shop drawings, and material samples.
- Commissioning: Overseeing final testing and start-up of systems and equipment.

- Punch List: Monitoring the correction of punch list items and ensuring completion of outstanding work.
- Completion: Securing and transmitting warranties, keys, manuals, and overstock materials to DEN.
- Document Management: Monitor the maintenance of record drawings by the contractors.

SCOPE DEVELOPMENT TASK (SDT) OVERVIEW

The SDT shall require the Contractor to develop the scope of services, not-to-exceed fee, level of effort, and schedule for specific activities as directed by the City. The SDT shall provide a framework for the Contractor's proposals for subsequent Task Orders, which will include detailed descriptions of all work, proposed methodologies, personnel, estimated person-hours, schedules, and quality control review procedures.

DELIVERABLES

- Program Management Plan
- Interface Management Plan
- NEPA documentation
- Permitting and regulatory compliance reports
- Project schedules and budgets
- QA/QC reports
- Stakeholder engagement and communication plans
- Procurement and contract administration documentation
- Commissioning and ORAT plans
- Other documents and deliverables as requested by DEN

SCHEDULE

In addition to the SDT and as directed by the City, the PMT shall develop a detailed project schedule upon contract execution. The project schedule shall outline key milestones, deliverables, and deadlines for each project phase.

BUDGET

The PMT shall work with the City to develop and manage project budgets. The PMT shall regularly provide the City with budget updates to ensure financial transparency and accountability.

PERFORMANCE METRICS

The City will routinely evaluate the PMT's performance throughout the Term of the Agreement based on:

- Adherence to project schedules and budgets.
- Quality of deliverables.
- Effectiveness of stakeholder engagement.
- Compliance with environmental and regulatory requirements.

REPORTING

The PMT shall provide regular progress reports to DEN's Senior Leadership. Reports shall include updates on project status, risks, issues, performance metrics, and other information as directed by the City.

KEY PERSONNEL

In accordance with the Agreement, Contractor's Key Personnel applicable to each Task Order shall be identified in each Task Order issued by the City.



Exhibit B

Denver International Airport

Special Projects Division

Professional Services Agreements

Core Staff Rates

Contract Name: Consolidated Rental Car Facility and Common Transportation System Program Management Support Services

Contract Number: 202476380-00



City and County of Denver

Company Proprietary Information

Release to others outside of Denver International Airport Special Projects Division is prohibited without expressed written permission from the company named above.

Revision October 2024



EXHIBIT B

| | |
|-----------------------------------|--|
| Prime Consultant: | Jacobs Engineering Group Inc. |
| DEN Contract Number: | 202476380 |
| DEN Contract Name: | ConRAC and CTS Program Management Services |
| Project Name: | |
| Project Number: | |
| MWBE / SBE /DBE Contractual Goal: | 25% |

Prime Consultant and Sub-Consultants Listings

| | Company Name | Prime / Sub-Contractor | MWBE / SBE Goal % |
|----|------------------------------------|------------------------|-------------------|
| 1 | Jacobs Engineering Group, Inc. | Prime | |
| 2 | AOM Services, LLC. | Sub-Contractor | 2% |
| 3 | Civil Technology Inc. | Sub-Contractor | 1% |
| 4 | CMTS LLC | Sub-Contractor | 6% |
| 5 | Communication Infrastructure Group | Sub-Contractor | 1% |
| 6 | Consultative Engineering Group | Sub-Contractor | |
| 7 | Group14 Engineering, PBC | Sub-Contractor | 1% |
| 8 | Hahn Integrated Systems, Inc. | Sub-Contractor | 1% |
| 9 | InterVISTAS | Sub-Contractor | |
| 10 | Jensen Hughes | Sub-Contractor | |
| 11 | Lea+Elliott, Inc. | Sub-Contractor | |
| 12 | PA Consulting | Sub-Contractor | |
| 13 | Peak Consulting Group | Sub-Contractor | 1% |
| 14 | Rivia Contract Management | Sub-Contractor | |
| 15 | Shrewsberry | Sub-Contractor | 6% |
| 16 | Walker Solutions, LLC | Sub-Contractor | 5% |
| 17 | Yeh and Associates, Inc. | Sub-Contractor | 1% |
| 18 | | | |
| 19 | | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |



EXHIBIT B

| | |
|------------------------------------|--|
| Prime Consultant: | Jacobs Engineering Group Inc. |
| DEN Contract Number: | 202476380 |
| DEN Contract Name: | ConRAC and CTS Program Management Services |
| Project Name: | |
| Project Number: | |
| MWBE / SBE / DBE Contractual Goal: | 25% |
| Effective Date of Form submission: | |

Contract Designee Signature

Date

Core Staff Rates

| | Company Name | Prime / Sub-Contractor | Position | Position (if Other is selected) | Fully Burdened Rate to City (Minimum) | Fully Burdened Rate to the City (Maximum) |
|----|--------------------------------|------------------------|--------------------------------------|---------------------------------|---------------------------------------|---|
| 1 | Jacobs Engineering Group, Inc. | Prime | Administrative Support Assistant I | | \$ 52.00 | \$ 70.00 |
| 2 | Jacobs Engineering Group, Inc. | Prime | Administrative Support Assistant II | | \$ 70.00 | \$ 95.00 |
| 3 | Jacobs Engineering Group, Inc. | Prime | Administrative Support Assistant III | | \$ 95.00 | \$ 130.00 |
| 4 | Jacobs Engineering Group, Inc. | Prime | Administrative Support Assistant IV | | \$ 130.00 | \$ 188.00 |
| 5 | Jacobs Engineering Group, Inc. | Prime | Data Architect I | | \$ 100.00 | \$ 115.00 |
| 6 | Jacobs Engineering Group, Inc. | Prime | Data Architect II | | \$ 115.00 | \$ 150.00 |
| 7 | Jacobs Engineering Group, Inc. | Prime | Data Architect III | | \$ 150.00 | \$ 200.00 |
| 8 | Jacobs Engineering Group, Inc. | Prime | Data Architect IV | | \$ 200.00 | \$ 300.00 |
| 9 | Jacobs Engineering Group, Inc. | Prime | Data Analyst I | | \$ 100.00 | \$ 125.00 |
| 10 | Jacobs Engineering Group, Inc. | Prime | Data Analyst II | | \$ 125.00 | \$ 150.00 |
| 11 | Jacobs Engineering Group, Inc. | Prime | Data Analyst III | | \$ 150.00 | \$ 180.00 |
| 12 | Jacobs Engineering Group, Inc. | Prime | Data Analyst IV | | \$ 180.00 | \$ 250.00 |
| 13 | Jacobs Engineering Group, Inc. | Prime | Architect I | | \$ 70.00 | \$ 85.00 |
| 14 | Jacobs Engineering Group, Inc. | Prime | Architect II | | \$ 85.00 | \$ 115.00 |
| 15 | Jacobs Engineering Group, Inc. | Prime | Architect III | | \$ 115.00 | \$ 135.00 |
| 16 | Jacobs Engineering Group, Inc. | Prime | Architect IV | | \$ 135.00 | \$ 160.00 |
| 17 | Jacobs Engineering Group, Inc. | Prime | Architect V | | \$ 160.00 | \$ 190.00 |
| 18 | Jacobs Engineering Group, Inc. | Prime | Architect VI | | \$ 190.00 | \$ 225.00 |
| 19 | Jacobs Engineering Group, Inc. | Prime | Architect VII | | \$ 225.00 | \$ 270.00 |
| 20 | Jacobs Engineering Group, Inc. | Prime | Architect VIII | | \$ 270.00 | \$ 315.00 |
| 21 | Jacobs Engineering Group, Inc. | Prime | Commissioning Agent I | | \$ 120.00 | \$ 160.00 |
| 22 | Jacobs Engineering Group, Inc. | Prime | Commissioning Agent II | | \$ 160.00 | \$ 200.00 |
| 23 | Jacobs Engineering Group, Inc. | Prime | Commissioning Agent III | | \$ 200.00 | \$ 240.00 |
| 24 | Jacobs Engineering Group, Inc. | Prime | Commissioning Manager | | \$ 240.00 | \$ 300.00 |
| 25 | Jacobs Engineering Group, Inc. | Prime | Construction Coordinator | | \$ 100.00 | \$ 130.00 |
| 26 | Jacobs Engineering Group, Inc. | Prime | Construction Manager | | \$ 130.00 | \$ 180.00 |
| 27 | Jacobs Engineering Group, Inc. | Prime | Field Engineer | | \$ 100.00 | \$ 130.00 |
| 28 | Jacobs Engineering Group, Inc. | Prime | Resident Engineer | | \$ 150.00 | \$ 260.00 |
| 29 | Jacobs Engineering Group, Inc. | Prime | Senior Construction Manager | | \$ 250.00 | \$ 400.00 |
| 30 | Jacobs Engineering Group, Inc. | Prime | Senior Construction Representative | | \$ 200.00 | \$ 240.00 |
| 31 | Jacobs Engineering Group, Inc. | Prime | Contract Administrator I | | \$ 110.00 | \$ 140.00 |
| 32 | Jacobs Engineering Group, Inc. | Prime | Contract Administrator II | | \$ 140.00 | \$ 170.00 |
| 33 | Jacobs Engineering Group, Inc. | Prime | Contract Manager I | | \$ 170.00 | \$ 200.00 |
| 34 | Jacobs Engineering Group, Inc. | Prime | Contract Manager II | | \$ 200.00 | \$ 300.00 |
| 35 | Jacobs Engineering Group, Inc. | Prime | Cost Engineer | | \$ 100.00 | \$ 150.00 |
| 36 | Jacobs Engineering Group, Inc. | Prime | Cost Manager I | | \$ 150.00 | \$ 200.00 |
| 37 | Jacobs Engineering Group, Inc. | Prime | Cost Manager II | | \$ 200.00 | \$ 250.00 |
| 38 | Jacobs Engineering Group, Inc. | Prime | Document Controller I | | \$ 80.00 | \$ 115.00 |
| 39 | Jacobs Engineering Group, Inc. | Prime | Document Controller II | | \$ 115.00 | \$ 125.00 |
| 40 | Jacobs Engineering Group, Inc. | Prime | Document Manager I | | \$ 125.00 | \$ 175.00 |
| 41 | Jacobs Engineering Group, Inc. | Prime | Document Manager II | | \$ 175.00 | \$ 250.00 |
| 42 | Jacobs Engineering Group, Inc. | Prime | Project Controls Engineer I | | \$ 80.00 | \$ 120.00 |
| 43 | Jacobs Engineering Group, Inc. | Prime | Project Controls Engineer II | | \$ 120.00 | \$ 160.00 |
| 44 | Jacobs Engineering Group, Inc. | Prime | Project Controls Manager I | | \$ 160.00 | \$ 200.00 |
| 45 | Jacobs Engineering Group, Inc. | Prime | Project Controls Manager II | | \$ 200.00 | \$ 325.00 |
| 46 | Jacobs Engineering Group, Inc. | Prime | Engineer I | | \$ 60.00 | \$ 90.00 |
| 47 | Jacobs Engineering Group, Inc. | Prime | Engineer II | | \$ 90.00 | \$ 120.00 |
| 48 | Jacobs Engineering Group, Inc. | Prime | Engineer III | | \$ 120.00 | \$ 160.00 |
| 49 | Jacobs Engineering Group, Inc. | Prime | Engineer IV | | \$ 160.00 | \$ 200.00 |
| 50 | Jacobs Engineering Group, Inc. | Prime | Engineer V | | \$ 200.00 | \$ 245.00 |
| 51 | Jacobs Engineering Group, Inc. | Prime | Engineer VI | | \$ 245.00 | \$ 260.00 |
| 52 | Jacobs Engineering Group, Inc. | Prime | Engineer VII | | \$ 260.00 | \$ 280.00 |

| | | | | | | | |
|----|--------------------------------|-------|-------------------------------------|----|--------|----|--------|
| 53 | Jacobs Engineering Group, Inc. | Prime | Engineer VIII | \$ | 280.00 | \$ | 360.00 |
| 54 | Jacobs Engineering Group, Inc. | Prime | Engineer IX | \$ | 360.00 | \$ | 450.00 |
| 55 | Jacobs Engineering Group, Inc. | Prime | Engineer Technician I | \$ | 60.00 | \$ | 95.00 |
| 56 | Jacobs Engineering Group, Inc. | Prime | Engineer Technician II | \$ | 95.00 | \$ | 120.00 |
| 57 | Jacobs Engineering Group, Inc. | Prime | Engineer Technician III | \$ | 120.00 | \$ | 160.00 |
| 58 | Jacobs Engineering Group, Inc. | Prime | Engineer Technician IV | \$ | 160.00 | \$ | 190.00 |
| 59 | Jacobs Engineering Group, Inc. | Prime | Interior Designer I | \$ | 70.00 | \$ | 90.00 |
| 60 | Jacobs Engineering Group, Inc. | Prime | Interior Designer II | \$ | 90.00 | \$ | 115.00 |
| 61 | Jacobs Engineering Group, Inc. | Prime | Interior Designer III | \$ | 115.00 | \$ | 135.00 |
| 62 | Jacobs Engineering Group, Inc. | Prime | Interior Designer IV | \$ | 135.00 | \$ | 165.00 |
| 63 | Jacobs Engineering Group, Inc. | Prime | Interior Designer V | \$ | 165.00 | \$ | 215.00 |
| 64 | Jacobs Engineering Group, Inc. | Prime | Interior Designer VI | \$ | 215.00 | \$ | 315.00 |
| 65 | Jacobs Engineering Group, Inc. | Prime | Landscape Architect I (Entry Level) | \$ | 80.00 | \$ | 100.00 |



EXHIBIT B

| | |
|------------------------------------|--|
| Prime Consultant: | Jacobs Engineering Group Inc. |
| DEN Contract Number: | 202476380 |
| DEN Contract Name: | ConRAC and CTS Program Management Services |
| Project Name: | |
| Project Number: | |
| MWBE / SBE / DBE Contractual Goal: | 25% |
| Effective Date of Form submission: | |

Date

Contract Designee Signature

Core Staff Rates

| | Company Name | Prime / Sub-Contractor | Position | Position (if Other is selected) | Fully Burdened Rate to City (Minimum) | Fully Burdened Rate to the City (Maximum) |
|----|--------------------------------|------------------------|--------------------------------------|--|---------------------------------------|---|
| 1 | Jacobs Engineering Group, Inc. | Prime | Landscape Architect II | | \$ 100.00 | \$ 150.00 |
| 2 | Jacobs Engineering Group, Inc. | Prime | Landscape Architect III | | \$ 150.00 | \$ 180.00 |
| 3 | Jacobs Engineering Group, Inc. | Prime | Project Manager I | | \$ 200.00 | \$ 320.00 |
| 4 | Jacobs Engineering Group, Inc. | Prime | Project Manager II | | \$ 320.00 | \$ 450.00 |
| 5 | Jacobs Engineering Group, Inc. | Prime | Senior Landscape Architect | | \$ 225.00 | \$ 245.00 |
| 6 | Jacobs Engineering Group, Inc. | Prime | Project Engineer | | \$ 115.00 | \$ 360.00 |
| 7 | Jacobs Engineering Group, Inc. | Prime | Assistant Project Manager | | \$ 100.00 | \$ 150.00 |
| 8 | Jacobs Engineering Group, Inc. | Prime | Project Manager Functional I | | \$ 115.00 | \$ 175.00 |
| 9 | Jacobs Engineering Group, Inc. | Prime | Project Manager Functional II | | \$ 175.00 | \$ 200.00 |
| 10 | Jacobs Engineering Group, Inc. | Prime | Project Manager Functional III | | \$ 200.00 | \$ 250.00 |
| 11 | Jacobs Engineering Group, Inc. | Prime | Project Manager Functional IV | | \$ 250.00 | \$ 350.00 |
| 12 | Jacobs Engineering Group, Inc. | Prime | Principal Project Manager | | \$ 350.00 | \$ 450.00 |
| 13 | Jacobs Engineering Group, Inc. | Prime | Facilities QA Inspector I | | \$ 100.00 | \$ 130.00 |
| 14 | Jacobs Engineering Group, Inc. | Prime | Facilities QA Inspector II | | \$ 130.00 | \$ 170.00 |
| 15 | Jacobs Engineering Group, Inc. | Prime | Facilities QA Inspector III | | \$ 170.00 | \$ 200.00 |
| 16 | Jacobs Engineering Group, Inc. | Prime | Facilities QA Inspector Supervisor | | \$ 200.00 | \$ 300.00 |
| 17 | Jacobs Engineering Group, Inc. | Prime | Civil QA Inspector I | | \$ 100.00 | \$ 130.00 |
| 18 | Jacobs Engineering Group, Inc. | Prime | Civil QA Inspector II | | \$ 130.00 | \$ 170.00 |
| 19 | Jacobs Engineering Group, Inc. | Prime | Civil Senior QA Inspector | | \$ 170.00 | \$ 200.00 |
| 20 | Jacobs Engineering Group, Inc. | Prime | Civil Senior QA Inspector Supervisor | | \$ 200.00 | \$ 300.00 |
| 21 | Jacobs Engineering Group, Inc. | Prime | Civil Electrical QA Inspector | | \$ 100.00 | \$ 130.00 |
| 22 | Jacobs Engineering Group, Inc. | Prime | Quality-Control Engineer | | \$ 105.00 | \$ 260.00 |
| 23 | Jacobs Engineering Group, Inc. | Prime | Risk Manager III | | \$ 200.00 | \$ 300.00 |
| 24 | Jacobs Engineering Group, Inc. | Prime | Scheduler I | | \$ 100.00 | \$ 140.00 |
| 25 | Jacobs Engineering Group, Inc. | Prime | Scheduler II | | \$ 140.00 | \$ 180.00 |
| 26 | Jacobs Engineering Group, Inc. | Prime | Scheduler III | | \$ 180.00 | \$ 220.00 |
| 27 | Jacobs Engineering Group, Inc. | Prime | Scheduler Manager | | \$ 220.00 | \$ 260.00 |
| 28 | Jacobs Engineering Group, Inc. | Prime | Scientist 1 | | \$ 75.00 | \$ 90.00 |
| 29 | Jacobs Engineering Group, Inc. | Prime | Scientist 2 | | \$ 90.00 | \$ 135.00 |
| 30 | Jacobs Engineering Group, Inc. | Prime | Scientist 3 | | \$ 135.00 | \$ 150.00 |
| 31 | Jacobs Engineering Group, Inc. | Prime | Scientist 4 | | \$ 150.00 | \$ 185.00 |
| 32 | Jacobs Engineering Group, Inc. | Prime | Scientist 5 | | \$ 185.00 | \$ 300.00 |
| 33 | Jacobs Engineering Group, Inc. | Prime | Land Surveyer | | \$ 70.00 | \$ 155.00 |
| 34 | Jacobs Engineering Group, Inc. | Prime | Party Chief | | \$ 170.00 | \$ 295.00 |
| 35 | Jacobs Engineering Group, Inc. | Prime | Other | Estimator I | \$ 100.00 | \$ 120.00 |
| 36 | Jacobs Engineering Group, Inc. | Prime | Other | Estimator II | \$ 120.00 | \$ 150.00 |
| 37 | Jacobs Engineering Group, Inc. | Prime | Other | Estimator III | \$ 150.00 | \$ 250.00 |
| 38 | Jacobs Engineering Group, Inc. | Prime | Other | Estimator Manager | \$ 250.00 | \$ 350.00 |
| 39 | Jacobs Engineering Group, Inc. | Prime | Other | Health and Safety | \$ 150.00 | \$ 250.00 |
| 40 | Jacobs Engineering Group, Inc. | Prime | Other | Senior Advisor | \$ 400.00 | \$ 450.00 |
| 41 | Jacobs Engineering Group, Inc. | Prime | Other | Wayfinding Designer | \$ 120.00 | \$ 180.00 |
| 42 | Jacobs Engineering Group, Inc. | Prime | Other | MWBE Coordinator | \$ 120.00 | \$ 200.00 |
| 43 | Jacobs Engineering Group, Inc. | Prime | Other | QA/QC Manager | \$ 175.00 | \$ 250.00 |
| 44 | Jacobs Engineering Group, Inc. | Prime | Other | Senior Funding and Financing Advisor | \$ 200.00 | \$ 300.00 |
| 45 | Jacobs Engineering Group, Inc. | Prime | Other | Environmental Compliance | \$ 110.00 | \$ 180.00 |
| 46 | Jacobs Engineering Group, Inc. | Prime | Other | Environmental Lead | \$ 180.00 | \$ 300.00 |
| 47 | AOM Services, LLC. | Sub-Contractor | Project Manager Functional III | Sr. Life Safety PM (Katherine) | \$ 170.10 | \$ 197.00 |
| 48 | AOM Services, LLC. | Sub-Contractor | Facilities QA Inspector III | Sr. Life Safety Inspector (Tony) | \$ 167.23 | \$ 193.00 |
| 49 | AOM Services, LLC. | Sub-Contractor | Administrative Support Assistant III | Stakeholder Coordinator (Bobby) | \$ 112.13 | \$ 130.00 |
| 50 | AOM Services, LLC. | Sub-Contractor | Contract Administrator II | Project Accountant (Brianne) | \$ 136.24 | \$ 158.00 |
| 51 | Civil Technology Inc. | Sub-Contractor | Other | MWBE Coordinator / Stakeholder Manager | \$ 253.83 | \$ 285.56 |
| 52 | Civil Technology Inc. | Sub-Contractor | Construction Manager | | \$ 177.68 | \$ 199.89 |

| | | | | | | | |
|----|-----------------------|----------------|------------------------------------|----|--------|----|--------|
| 53 | Civil Technology Inc. | Sub-Contractor | Senior Construction Manager | \$ | 279.21 | \$ | 314.11 |
| 54 | Civil Technology Inc. | Sub-Contractor | Administrative Support Assistant I | \$ | 76.15 | \$ | 85.67 |
| 55 | Civil Technology Inc. | Sub-Contractor | Document Manager II | \$ | 139.61 | \$ | 157.06 |
| 56 | Civil Technology Inc. | Sub-Contractor | Project Manager I | \$ | 126.92 | \$ | 142.78 |
| 57 | Civil Technology Inc. | Sub-Contractor | Project Manager II | \$ | 152.30 | \$ | 171.34 |
| 58 | Civil Technology Inc. | Sub-Contractor | Senior Project Manager | \$ | 190.37 | \$ | 214.17 |
| 59 | Civil Technology Inc. | Sub-Contractor | Contract Administrator I | \$ | 88.84 | \$ | 99.95 |
| 60 | Civil Technology Inc. | Sub-Contractor | Contract Administrator II | \$ | 106.61 | \$ | 119.93 |
| 61 | Civil Technology Inc. | Sub-Contractor | Facilities QA Inspector I | \$ | 114.22 | \$ | 128.50 |
| 62 | Civil Technology Inc. | Sub-Contractor | Facilities QA Inspector II | \$ | 121.84 | \$ | 137.07 |
| 63 | Civil Technology Inc. | Sub-Contractor | Facilities QA Inspector III | \$ | 131.99 | \$ | 148.49 |
| 64 | Civil Technology Inc. | Sub-Contractor | Facilities QA Inspector Supervisor | \$ | 152.30 | \$ | 171.34 |
| 65 | Civil Technology Inc. | Sub-Contractor | Civil QA Inspector I | \$ | 114.22 | \$ | 128.50 |



EXHIBIT B

| | |
|------------------------------------|--|
| Prime Consultant: | Jacobs Engineering Group Inc. |
| DEN Contract Number: | 202476380 |
| DEN Contract Name: | CONRAC AND CTS Program Managmeent Support Services |
| Project Name: | |
| Project Number: | |
| MWBE / SBE / DBE Contractual Goal: | 25% |
| Effective Date of Form submission: | |

Contract Designee Signature

Date

Core Staff Rates

| | Company Name | Prime / Sub-Contractor | Position | Position (if Other is selected) | Fully Burdened Rate to City (Minimum) | Fully Burdened Rate to the City (Maximum) |
|----|------------------------------------|------------------------|--|---|---------------------------------------|---|
| 1 | Civil Technology Inc. | Sub-Contractor | Civil QA Inspector II | | \$ 121.84 | \$ 137.07 |
| 2 | Civil Technology Inc. | Sub-Contractor | Civil Senior QA Inspector | | \$ 131.99 | \$ 148.49 |
| 3 | Civil Technology Inc. | Sub-Contractor | Civil Senior QA Inspector Supervisor | | \$ 152.30 | \$ 171.34 |
| 4 | Civil Technology Inc. | Sub-Contractor | Project Controls Manager I | | \$ 119.30 | \$ 134.21 |
| 5 | Civil Technology Inc. | Sub-Contractor | Project Controls Manager II | | \$ 131.99 | \$ 148.49 |
| 6 | Civil Technology Inc. | Sub-Contractor | Digital Information System Coordinator | | \$ 190.37 | \$ 214.17 |
| 7 | Civil Technology Inc. | Sub-Contractor | Project Controls Engineer I | | \$ 106.61 | \$ 119.93 |
| 8 | Civil Technology Inc. | Sub-Contractor | Project Controls Engineer II | | \$ 121.84 | \$ 137.07 |
| 9 | Civil Technology Inc. | Sub-Contractor | Risk Manager II | | \$ 126.92 | \$ 142.78 |
| 10 | Civil Technology Inc. | Sub-Contractor | Other | Special Inspection (Certified Welding Inspector) | \$ 131.99 | \$ 148.49 |
| 11 | Civil Technology Inc. | Sub-Contractor | Other | Jet Fuel Specialist | \$ 152.30 | \$ 171.34 |
| 12 | CMTS LLC | Sub-Contractor | Project Controls Manager I | | \$ 170.00 | \$ 195.00 |
| 13 | CMTS LLC | Sub-Contractor | Senior Construction Representative | Safety | \$ 165.00 | \$ 185.00 |
| 14 | Communication Infrastructure Group | Sub-Contractor | Other | Principal | \$ 226.00 | \$ 226.00 |
| 15 | Communication Infrastructure Group | Sub-Contractor | Other | Chief Creative Officer | \$ 205.00 | \$ 205.00 |
| 16 | Communication Infrastructure Group | Sub-Contractor | Other | Senior Counselor | \$ 205.00 | \$ 205.00 |
| 17 | Communication Infrastructure Group | Sub-Contractor | Other | Sr. Strategic Director | \$ 200.00 | \$ 200.00 |
| 18 | Communication Infrastructure Group | Sub-Contractor | Other | Counselor II | \$ 179.00 | \$ 179.00 |
| 19 | Communication Infrastructure Group | Sub-Contractor | Other | Counselor I | \$ 148.00 | \$ 148.00 |
| 20 | Communication Infrastructure Group | Sub-Contractor | Other | Account Supervisor | \$ 135.00 | \$ 135.00 |
| 21 | Communication Infrastructure Group | Sub-Contractor | Other | Creative Art Director | \$ 132.00 | \$ 132.00 |
| 22 | Communication Infrastructure Group | Sub-Contractor | Other | Senior Associate | \$ 127.00 | \$ 127.00 |
| 23 | Communication Infrastructure Group | Sub-Contractor | Other | Associate Creative Director | \$ 121.00 | \$ 121.00 |
| 24 | Communication Infrastructure Group | Sub-Contractor | Other | Associate II | \$ 104.00 | \$ 104.00 |
| 25 | Communication Infrastructure Group | Sub-Contractor | Other | Graphic Design | \$ 100.00 | \$ 100.00 |
| 26 | Communication Infrastructure Group | Sub-Contractor | Other | Web Designer | \$ 88.00 | \$ 88.00 |
| 27 | Communication Infrastructure Group | Sub-Contractor | Other | Associate I | \$ 88.00 | \$ 88.00 |
| 28 | Communication Infrastructure Group | Sub-Contractor | Other | Administrative | \$ 84.00 | \$ 84.00 |
| 29 | Communication Infrastructure Group | Sub-Contractor | Other | Specialist | \$ 71.00 | \$ 71.00 |
| 30 | Communication Infrastructure Group | Sub-Contractor | Other | Account Coordinator | \$ 39.00 | \$ 39.00 |
| 31 | Consultative Engineering Group | Sub-Contractor | Technical Support III | Technologist | \$ 350.00 | \$ 400.00 |
| 32 | Consultative Engineering Group | Sub-Contractor | Technical Support III | Project Delivery and Contract Development Advisor | \$ 350.00 | \$ 400.00 |
| 33 | Group14 Engineering, PBC | Sub-Contractor | Principal Project Manager | | \$ 269.00 | \$ 362.00 |
| 34 | Group14 Engineering, PBC | Sub-Contractor | Engineer VIII | | \$ 251.00 | \$ 338.00 |
| 35 | Group14 Engineering, PBC | Sub-Contractor | Engineer VII | | \$ 220.00 | \$ 296.00 |
| 36 | Group14 Engineering, PBC | Sub-Contractor | Engineer VI | | \$ 210.00 | \$ 282.00 |
| 37 | Group14 Engineering, PBC | Sub-Contractor | Engineer V | | \$ 189.00 | \$ 254.00 |
| 38 | Group14 Engineering, PBC | Sub-Contractor | Engineer IV | | \$ 170.00 | \$ 228.00 |
| 39 | Group14 Engineering, PBC | Sub-Contractor | Engineer III | | \$ 159.00 | \$ 214.00 |
| 40 | Group14 Engineering, PBC | Sub-Contractor | Engineer II | | \$ 150.00 | \$ 203.00 |
| 41 | Group14 Engineering, PBC | Sub-Contractor | Engineer I | | \$ 136.00 | \$ 182.00 |
| 42 | Group14 Engineering, PBC | Sub-Contractor | Technical Support I | | \$ 110.00 | \$ 147.00 |
| 43 | Group14 Engineering, PBC | Sub-Contractor | Contract Manager II | | \$ 189.00 | \$ 254.00 |
| 44 | Group14 Engineering, PBC | Sub-Contractor | Cost Manager II | | \$ 159.00 | \$ 214.00 |
| 45 | Group14 Engineering, PBC | Sub-Contractor | Administrative Support Assistant II | | \$ 136.00 | \$ 182.00 |
| 46 | Hahn Integrated Systems, Inc. | Sub-Contractor | Project Manager Functional IV | | \$ 242.00 | \$ 247.00 |
| 47 | Hahn Integrated Systems, Inc. | Sub-Contractor | Project Manager Functional III | | \$ 230.00 | \$ 235.00 |
| 48 | Hahn Integrated Systems, Inc. | Sub-Contractor | Engineer IV | | \$ 214.00 | \$ 231.00 |
| 49 | Hahn Integrated Systems, Inc. | Sub-Contractor | Engineer III | | \$ 182.00 | \$ 186.00 |
| 50 | Hahn Integrated Systems, Inc. | Sub-Contractor | Project Controls Manager I | | \$ 175.00 | \$ 179.00 |
| 51 | InterVISTAS | Sub-Contractor | Other | Executive Vice President | \$ 355.00 | \$ 390.00 |
| 52 | InterVISTAS | Sub-Contractor | Other | Senior Vice President | \$ 330.00 | \$ 375.00 |

| | | | | | | | | |
|----|-------------------|----------------|--------------------------------------|-------------------------------|----|--------|----|--------|
| 53 | InterVISTAS | Sub-Contractor | Other | Vice President | \$ | 300.00 | \$ | 340.00 |
| 54 | InterVISTAS | Sub-Contractor | Other | Director | \$ | 220.00 | \$ | 280.00 |
| 55 | InterVISTAS | Sub-Contractor | Other | Manager | \$ | 190.00 | \$ | 220.00 |
| 56 | InterVISTAS | Sub-Contractor | Other | Consultant | \$ | 155.00 | \$ | 200.00 |
| 57 | InterVISTAS | Sub-Contractor | Other | Analyst | \$ | 140.00 | \$ | 160.00 |
| 58 | Jensen Hughes | Sub-Contractor | Engineer IX | | \$ | 300.00 | \$ | 380.00 |
| 59 | Jensen Hughes | Sub-Contractor | Engineer VII | | \$ | 250.00 | \$ | 300.00 |
| 60 | Jensen Hughes | Sub-Contractor | Engineer V | | \$ | 190.00 | \$ | 250.00 |
| 61 | Jensen Hughes | Sub-Contractor | Engineer III | | \$ | 160.00 | \$ | 200.00 |
| 62 | Jensen Hughes | Sub-Contractor | Engineer I | | \$ | 140.00 | \$ | 170.00 |
| 63 | Jensen Hughes | Sub-Contractor | Administrative Support Assistant III | | \$ | 90.00 | \$ | 110.00 |
| 64 | Lea+Elliott, Inc. | Sub-Contractor | Other | APM Project Advisor/Principal | \$ | 360.00 | \$ | 415.00 |
| 65 | Lea+Elliott, Inc. | Sub-Contractor | Other | APM PM/Associate Principal | \$ | 280.00 | \$ | 335.00 |



EXHIBIT B

| | |
|------------------------------------|--|
| Prime Consultant: | Jacobs Engineering Group Inc. |
| DEN Contract Number: | 202476380 |
| DEN Contract Name: | CONRAC AND CTS Program Managmeent Support Services |
| Project Name: | |
| Project Number: | |
| MWBE / SBE / DBE Contractual Goal: | 25% |
| Effective Date of Form submission: | |

Contract Designee Signature

Date

Core Staff Rates

| | Company Name | Prime / Sub-Contractor | Position | Position (if Other is selected) | Fully Burdened Rate to City (Minimum) | Fully Burdened Rate to the City (Maximum) |
|----|---------------------------|------------------------|--------------------------------------|----------------------------------|---------------------------------------|---|
| 1 | Lea+Elliot, Inc. | Sub-Contractor | Other | Sr. APM Engineer/Architect/Plnr | \$ 225.00 | \$ 295.00 |
| 2 | Lea+Elliot, Inc. | Sub-Contractor | Other | APM Engineer/Architect/Planner | \$ 130.00 | \$ 230.00 |
| 3 | Lea+Elliot, Inc. | Sub-Contractor | Other | APM Technical Doc Specialist | \$ 125.00 | \$ 165.00 |
| 4 | PA Consulting | Sub-Contractor | Risk Manager IV | | \$ 504.00 | \$ 895.00 |
| 5 | PA Consulting | Sub-Contractor | Risk Manager III | | \$ 290.00 | \$ 365.00 |
| 6 | PA Consulting | Sub-Contractor | Risk Manager II | | \$ 205.00 | \$ 260.00 |
| 7 | PA Consulting | Sub-Contractor | Scientist 5 | | \$ 895.00 | \$ 895.00 |
| 8 | PA Consulting | Sub-Contractor | Scientist 4 | | \$ 365.00 | \$ 504.00 |
| 9 | PA Consulting | Sub-Contractor | Scientist 3 | | \$ 260.00 | \$ 290.00 |
| 10 | PA Consulting | Sub-Contractor | Other | Consultant - Partner | \$ 895.00 | \$ 895.00 |
| 11 | PA Consulting | Sub-Contractor | Other | Consultant - Managing Consultant | \$ 365.00 | \$ 504.00 |
| 12 | PA Consulting | Sub-Contractor | Other | Consultant - Consultant | \$ 260.00 | \$ 290.00 |
| 13 | PA Consulting | Sub-Contractor | Other | Consultant - Analyst | \$ 160.00 | \$ 205.00 |
| 14 | Peak Consulting Group | Sub-Contractor | Principal Project Manager | | \$ 264.36 | \$ 323.11 |
| 15 | Peak Consulting Group | Sub-Contractor | Project Manager Functional IV | | \$ 257.68 | \$ 314.94 |
| 16 | Peak Consulting Group | Sub-Contractor | Project Manager Functional III | | \$ 193.24 | \$ 236.19 |
| 17 | Peak Consulting Group | Sub-Contractor | Project Manager I | | \$ 135.99 | \$ 166.20 |
| 18 | Peak Consulting Group | Sub-Contractor | Scientist 5 | | \$ 208.43 | \$ 254.75 |
| 19 | Peak Consulting Group | Sub-Contractor | Scientist 3 | | \$ 135.99 | \$ 166.20 |
| 20 | Peak Consulting Group | Sub-Contractor | Scientist 2 | | \$ 90.19 | \$ 110.23 |
| 21 | Peak Consulting Group | Sub-Contractor | Project Controls Engineer II | | \$ 118.80 | \$ 145.21 |
| 22 | Peak Consulting Group | Sub-Contractor | Data Analyst IV | | \$ 208.43 | \$ 254.75 |
| 23 | Rivia Contract Management | Sub-Contractor | Contract Manager I | | \$ 235.00 | \$ 300.00 |
| 24 | Shrewsberry | Sub-Contractor | Principal Project Manager | | \$ 260.00 | \$ 350.00 |
| 25 | Shrewsberry | Sub-Contractor | Senior Project Manager | | \$ 240.00 | \$ 275.00 |
| 26 | Shrewsberry | Sub-Contractor | Project Manager Functional III | | \$ 220.00 | \$ 250.00 |
| 27 | Shrewsberry | Sub-Contractor | Project Manager Functional II | | \$ 200.00 | \$ 230.00 |
| 28 | Shrewsberry | Sub-Contractor | Project Manager Functional I | | \$ 160.00 | \$ 200.00 |
| 29 | Shrewsberry | Sub-Contractor | Assistant Project Manager | | \$ 140.00 | \$ 170.00 |
| 30 | Shrewsberry | Sub-Contractor | Project Engineer | | \$ 120.00 | \$ 140.00 |
| 31 | Shrewsberry | Sub-Contractor | Civil Senior QA Inspector Supervisor | | \$ 220.00 | \$ 250.00 |
| 32 | Shrewsberry | Sub-Contractor | Civil Senior QA Inspector | | \$ 190.00 | \$ 225.00 |
| 33 | Shrewsberry | Sub-Contractor | Civil QA Inspector II | | \$ 150.00 | \$ 200.00 |
| 34 | Shrewsberry | Sub-Contractor | Civil QA Inspector I | | \$ 120.00 | \$ 160.00 |
| 35 | Shrewsberry | Sub-Contractor | Facilities QA Inspector Supervisor | | \$ 220.00 | \$ 250.00 |
| 36 | Shrewsberry | Sub-Contractor | Facilities QA Inspector III | | \$ 190.00 | \$ 225.00 |
| 37 | Shrewsberry | Sub-Contractor | Facilities QA Inspector II | | \$ 150.00 | \$ 200.00 |
| 38 | Shrewsberry | Sub-Contractor | Facilities QA Inspector I | | \$ 120.00 | \$ 160.00 |
| 39 | Shrewsberry | Sub-Contractor | Senior Landscape Architect | | \$ 260.00 | \$ 300.00 |
| 40 | Shrewsberry | Sub-Contractor | Manager of Landscape Architecture | | \$ 220.00 | \$ 260.00 |
| 41 | Shrewsberry | Sub-Contractor | Landscape Architect III | | \$ 180.00 | \$ 220.00 |
| 42 | Shrewsberry | Sub-Contractor | Landscape Architect II | | \$ 120.00 | \$ 180.00 |
| 43 | Shrewsberry | Sub-Contractor | Landscape Architect I (Entry Level) | | \$ 80.00 | \$ 120.00 |
| 44 | Walker Solutions, LLC | Sub-Contractor | Senior Project Manager | | \$ 331.20 | \$ 379.50 |
| 45 | Walker Solutions, LLC | Sub-Contractor | Project Manager Functional III | | \$ 303.60 | \$ 345.00 |
| 46 | Walker Solutions, LLC | Sub-Contractor | Project Manager Functional II | | \$ 276.00 | \$ 317.40 |
| 47 | Walker Solutions, LLC | Sub-Contractor | Project Manager Functional I | | \$ 220.80 | \$ 276.00 |
| 48 | Walker Solutions, LLC | Sub-Contractor | Assistant Project Manager | | \$ 193.20 | \$ 234.60 |
| 49 | Walker Solutions, LLC | Sub-Contractor | Project Engineer | | \$ 165.60 | \$ 193.20 |
| 50 | Walker Solutions, LLC | Sub-Contractor | Civil Senior QA Inspector Supervisor | | \$ 303.60 | \$ 345.00 |
| 51 | Walker Solutions, LLC | Sub-Contractor | Civil Senior QA Inspector | | \$ 262.20 | \$ 310.50 |
| 52 | Walker Solutions, LLC | Sub-Contractor | Civil QA Inspector II | | \$ 207.00 | \$ 276.00 |

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|----|--------------------------|----------------|------------------------------------|----|--------|----|--------|
| 53 | Walker Solutions, LLC | Sub-Contractor | Civil QA Inspector I | \$ | 165.60 | \$ | 220.80 |
| 54 | Walker Solutions, LLC | Sub-Contractor | Facilities QA Inspector Supervisor | \$ | 303.60 | \$ | 345.00 |
| 55 | Walker Solutions, LLC | Sub-Contractor | Facilities QA Inspector III | \$ | 262.20 | \$ | 310.50 |
| 56 | Walker Solutions, LLC | Sub-Contractor | Facilities QA Inspector II | \$ | 207.00 | \$ | 276.00 |
| 57 | Walker Solutions, LLC | Sub-Contractor | Facilities QA Inspector I | \$ | 165.60 | \$ | 220.80 |
| 58 | Walker Solutions, LLC | Sub-Contractor | Architect VII | \$ | 358.80 | \$ | 414.00 |
| 59 | Walker Solutions, LLC | Sub-Contractor | Architect VI | \$ | 303.60 | \$ | 358.80 |
| 60 | Walker Solutions, LLC | Sub-Contractor | Architect V | \$ | 248.40 | \$ | 303.60 |
| 61 | Walker Solutions, LLC | Sub-Contractor | Architect IV | \$ | 165.60 | \$ | 248.40 |
| 62 | Walker Solutions, LLC | Sub-Contractor | Architect III | \$ | 110.40 | \$ | 165.60 |
| 63 | Yeh and Associates, Inc. | Sub-Contractor | Engineer IX | \$ | 262.00 | \$ | 283.00 |
| 64 | Yeh and Associates, Inc. | Sub-Contractor | Project Manager | \$ | 238.00 | \$ | 260.00 |
| 65 | Yeh and Associates, Inc. | Sub-Contractor | Engineer VIII | \$ | 230.00 | \$ | 252.00 |



EXHIBIT B

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|------------------------------------|--|
| Prime Consultant: | Jacobs Engineering Group Inc. |
| DEN Contract Number: | 202476380 |
| DEN Contract Name: | ConRAC and CTS Program Management Services |
| Project Name: | |
| Project Number: | |
| MWBE / SBE / DBE Contractual Goal: | 25% |
| Effective Date of Form submission: | |

Contract Designee Signature

Date

Core Staff Rates

| | Company Name | Prime / Sub-Contractor | Position | Position (if Other is selected) | Fully Burdened Rate to City (Minimum) | Fully Burdened Rate to the City (Maximum) |
|----|--------------------------|------------------------|---|---------------------------------|---------------------------------------|---|
| 1 | Yeh and Associates, Inc. | Sub-Contractor | Engineer VII | | \$ 221.00 | \$ 229.00 |
| 2 | Yeh and Associates, Inc. | Sub-Contractor | Engineer VI | | \$ 200.00 | \$ 220.00 |
| 3 | Yeh and Associates, Inc. | Sub-Contractor | Engineer V | | \$ 190.00 | \$ 198.00 |
| 4 | Yeh and Associates, Inc. | Sub-Contractor | Engineer IV | | \$ 174.00 | \$ 186.00 |
| 5 | Yeh and Associates, Inc. | Sub-Contractor | Engineer III | | \$ 148.00 | \$ 161.00 |
| 6 | Yeh and Associates, Inc. | Sub-Contractor | Engineer II | | \$ 135.00 | \$ 147.00 |
| 7 | Yeh and Associates, Inc. | Sub-Contractor | Engineer I | | \$ 117.00 | \$ 127.00 |
| 8 | Yeh and Associates, Inc. | Sub-Contractor | Engineer Technician IV | | \$ 160.00 | \$ 190.00 |
| 9 | Yeh and Associates, Inc. | Sub-Contractor | Engineer Technician III | | \$ 126.00 | \$ 147.00 |
| 10 | Yeh and Associates, Inc. | Sub-Contractor | Engineer Technician II | | \$ 105.00 | \$ 122.00 |
| 11 | Yeh and Associates, Inc. | Sub-Contractor | Engineer Technician I | | \$ 77.00 | \$ 95.00 |
| 12 | Yeh and Associates, Inc. | Sub-Contractor | Cost Manager III | | \$ 194.00 | \$ 194.00 |
| 13 | Yeh and Associates, Inc. | Sub-Contractor | Supervising Laboratory Technician / Laboratory Technician | | \$ 173.00 | \$ 173.00 |
| 14 | Yeh and Associates, Inc. | Sub-Contractor | Laboratory Technician 5 | | \$ 158.00 | \$ 184.00 |
| 15 | Yeh and Associates, Inc. | Sub-Contractor | Scientist 3 | | \$ 152.00 | \$ 178.00 |
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Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|------------------------|---|-------------------------|--------------------------|--|
| Administrative Support | Administrative Support Assistant I | | | |
| | Administrative Support Assistant II | | | |
| | Administrative Support Assistant III | | | |
| | Administrative Support Assistant IV | | | |
| Analytics Development | Data Architect I | 2 Years | Junior Data Architect | Data Model, Data Mapping |
| | Data Architect II | 2-5 Years | Mid-Level Data Architect | Data Model, Data Mapping |
| | Data Architect III | 5-10 Years | Senior Data Architect | Data Model, Data Mapping |
| | Data Architect IV | 10 Years or more | Team Lead Data Architect | Data Model, Data Mapping |
| | Data Analyst I | 2 Years | Junior Data Analyst | Dashboard Development, Systems Integration |
| | Data Analyst II | 2-5 Years | Mid-Level Data Analyst | Dashboard Development, Systems Integration |
| | Data Analyst III | 5-10 Years | Senior Data Analyst | Dashboard Development, Systems Integration |
| | Data Analyst IV | 10 Years or more | Team Lead Data Analytics | Dashboard Development, Systems Integration |
| Auditing | Internal Auditor | | | Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience. |
| | Job Captain | | | Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor. |
| | Laboratory Technician 1 | | | Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures. |
| | Laboratory Technician 2 | | | Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience. |
| | Laboratory Technician 3 | | | Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree. |
| | Laboratory Technician 4 | | | Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. Maybe assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience. |
| | Laboratory Technician 5 | | | Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling. |
| | Supervising Laboratory Technician/Laboratory Technician 6 | | | Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|----------------------|---------------|-------------------------|-------|--|
| Architectural Design | Architect I | Level 1 | | Entry level or professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education and experience. Works under close supervision, receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, prepares architectural plans/renderings, and inspects architectural features of structures in field. |
| | Architect II | Level 2 | | Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited judgment is required on work details when making preliminary selections and adaptations of alternatives. Assignments may include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree. Supervisor screens assignments for unusual or difficult problems and selects techniques/procedures for non-routine work. Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more experienced architects using prescribed methods. |
| | Architect III | Level 2 | | Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for minor adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Minimum of 1-year at preceding level required. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of individual revenue-producing projects. |
| | Architect IV | Level 3 | | Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Independently solves problems encountered. Minimum of 2-years at preceding level required. Registration as a licensed architect is required. Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few architects or technicians on assigned work. |
| | Architect V | | | Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individual's field. Registration as a licensed architect is required. Supervision and guidance mainly concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction. Typical duties/responsibilities include one or more of following: 1) supervises, coordinates, and reviews work of small staff of architects and technicians, 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures. Minimum of 4-years at preceding level required. |
| | Architect VI | Level 4 | | Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains liaison with individuals and units in or outside firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with assignments based on broad, general objectives and limits. Typical duties/responsibilities include one or more of following: 1) plans, organizes, and supervises work of staff of architects and technicians (approx. 10-20 individuals), 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity. Minimum of 4-years at preceding level required. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|-------------------|-----------------------------------|--------------------------|--------------------------|---|
| | Architect VII | Level 4 | | Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual demonstrates creativity, foresight, and maturity in architectural judgment when anticipating and solving unprecedented architectural complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architect is required. Typical duties and responsibilities include one or more of following: 1) planning, organizing, and supervising work of large staff of architects and technicians (greater than 20 individuals), 2) As individual researcher or consultant, is recognized leader/authority in firm concerning broad area of specialization or narrow but highly specialized field. Minimum of 4-years at preceding level required. |
| | Architect VIII | Level 5 | | Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licensed architect is required. Receives general administrative direction. Responsible for one or more diverse and large-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification. Minimum of 4-years at preceding level required. |
| Commissioning | Commissioning Agent I | Level 1, Entry | Commissioning Agent I | Entry level commissioning agent. Performs simple and routine tasks under close supervision by higher-level staff or from detailed procedural guidelines. Assists in gathering and maintaining commissioning data such as observations, test results, deficiencies, etc. Follows established procedures to observe and test the system being commissioned to verify it meets the owner's product requirements. Sufficiently competent in one or more engineering disciplines to accurately assist in the commissioning process and provide sufficient assistance to enable higher-level commissioning agents to execute the commissioning process. |
| | Commissioning Agent II | Level 2, Developmental | Commissioning Agent II | Mid-level commissioning agent. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Develops and maintains commissioning documentation such as test plans and results, checklists, observations, deficiencies, etc. Follows established procedures to commission and test systems to verify it meets the owner's project requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process, identify defects, and communicate them in documentation. With guidance from supervisor, able to lead and facilitate moderately complex functional testing and other commissioning activities. |
| | Commissioning Agent III | Level 3, Full Experience | Commissioning Agent III | Senior level 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. Able to independently lead and facilitate complex functional testing and other commissioning activities. |
| | Commissioning Supervisor | Level 4, Supervisory | Commissioning Supervisor | Commissioning supervisor. Monitors, reviews, and coordinates all commissioning activities for an assigned project. May be required to attend project meetings and provide recommendations to owner. Competent in multiple engineering disciplines. Oversees commissioning activities and assignments. Reviews accuracy and timeliness of of commissioning testing, deliverables, and other communication. May revise assignments for cost-effectiveness, when possible. |
| | Commissioning Manager | Level 5, Managerial | Commissioning Manager | Commissioning manager. Accountable for delivery of commissioning services across multiple projects. May be required to attend contract and/or project meetings and provide recommendations to owner and develop improvements to process. Competent in multiple engineering disciplines. Manages commissioning workload and reporting structure. Accountable for accuracy and timeliness of of commissioning testing, deliverables, and other communication. |
| 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. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|-------------------|---------------------------------|-------------------------|-------|---|
| | Construction Coordinator | | | Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents. |
| | Construction Manager | | | Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities. |
| | Construction Representative | | | Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience. |
| | Field Engineer | | | Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule. |
| | Field Superintendent | | | Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience. |
| | Materials Manager | | | Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible. |
| | Materials Tester | | | |
| | Resident Construction Manager 1 | | | Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications. |
| | Resident Construction Manager 2 | | | Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals. |
| | Resident Engineer | | | Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications which may include final payment. |
| | Senior Construction Manager | | | Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|---------------------|--|-------------------------|-------------------------------------|---|
| | Senior Construction Representative | | | This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced Inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent. |
| Contract Management | Contract Administrator I | 2 Years | Junior Contract Administrator | |
| | Contract Administrator II | 2-5 Years | Mid-Level Contract Administrator | Change order management compliance with contracts. |
| | Contract Manager I | 5-10 Years | Senior Contract Manager | Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures. |
| Cost Management | Contract Manager II | 10-20 Years or more | Team Lead Contract Management | |
| | Cost Engineer | Level 1 | Junior Cost Engineer | Update cost reports, provide PM support |
| | Cost Manager I | Level 2 | Mid-Level Cost Manager | |
| | Cost Manager II | Level 3 | Senior Cost Manager | Set up budgets, assess performance against baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN |
| | Cost Manager III | Level 4 | Team Lead Cost Management | |
| Digital Information | Digital Information System Coordinator | | | |
| | Digital Information System Manager | | | |
| Document Management | Document Controller I | 2 Years | Junior Document Controller | |
| | Document Controller II | 2-5 Years | Mid-Level Document Controller | Provide document management services in line with DEN's processes |
| | Document Manager I | 5-10 Years | Senior Document Manager | Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems |
| | Document Manager II | 10-20 Years or more | Team Lead for Document Management | |
| | Project Controls Engineer I | 2 years | Junior Project Controls Engineer | |
| | Project Controls Engineer II | 2-5 years | Mid-Level Project Controls Engineer | Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team |
| | Project Controls Manager I | 5-10 Years | Senior Project Controls Manager | Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN'sCIP portfolio; performance meeting preparation. |
| | Project Controls Manager II | 10 - 20 Years or more | Team Lead for Project Controls | |
| Engineering | Engineer I | | | Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others. |
| | Engineer II | | | Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree |
| | Engineer III | | | Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for training/development. include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree |
| | Engineer IV | | | .Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|-------------------|-------------------------------|-------------------------|-------|--|
| | Engineer V | | | Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree. |
| | Engineer VI | | | Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves exploration of subject area, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity. |
| | Engineer VII | | | Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required, or an MS degree. |
| | Engineer VIII | | | Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification. Minimum of 5-years at preceding level required, or an MS degree. |
| | Engineer IX | | | Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines. |
| | Engineer/Architect Specialist | | | |
| | Engineer/Architect Supervisor | | | |
| | Engineer Technician I | | | Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs. |
| | Engineer Technician II | | | Performs standardized or prescribed assignments involving a sequence of related operations. Con- ducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|-------------------|----------------------------------|-------------------------|---------------------|--|
| | Engineer Technician III | | | Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports. |
| | Enginner Technician IV | | | Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. |
| | Instrument Technician | | | Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotopo, and tellurometer. |
| Estimating | Estimator I Civil | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimator II Civil | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimates. |
| | Estimator III Civil | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations. |
| | Estimating Manager Civil | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| | Estimator I Structural | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimator II Structural | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimates. |
| | Estimator III Structural | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviation. |
| | Estimating Manager Structural | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| | Estimator I Architectural | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimator II Architectural | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimates. |
| | Estimator III Architectural | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations. |
| | Estimating Manager Architectural | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| | Estimator I Electrical | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimator II Electrical | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimates. |
| | Estimator III Electrical | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations. |
| | Estimating Manager Electrical | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| | Estimator I Mechanical | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimator II Mechanical | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimates. |
| | Estimator III Mechanical | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations. |
| | Estimating Manager Mechanical | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| | Estimating I Plumbing | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimating II Plumbing | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimate. |
| | Estimating III Plumbing | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations. |
| | Estimating Manager Plumbing | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| | Estimator I Comms / IT | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimator II Comms / IT | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimates. |
| | Estimator III Comms / IT | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|-------------------|-------------------------------------|-------------------------|---------------------|---|
| | Estimating Manager Comms / IT | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| | Estimator I Security | 2 Years | Junior Estimator | Provide support to senior estimators; develop simple estimates with oversight from senior estimator. |
| | Estimator II Security | 2-5 Years | Mid-Level Estimator | Provide budgetary estimates for particular trade, review design estimates. |
| | Estimator III Security | 5-10 Years | Senior Estimator | Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations. |
| | Estimating Manager Security | 10-20 Years or more | Estimating Manager | Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis. |
| Interior Design | Interior Design Apprentice | | | Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level. |
| | Interior Designer I | | | Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability. |
| | Interior Designer II | | | Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems. |
| | Interior Designer III | | | Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects |
| | Interior Designer IV | | | Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size. |
| | Interior Designer V | | | Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment. |
| Landscaping | Interior Designer VI | | | Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects. |
| | Landscape Architect I (Entry Level) | | | Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work). |
| | Landscape Architect II | | | Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and recommendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience. |
| | Landscape Architect III | | | Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience. |
| | Manager of Landscape Architecture | | | Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|----------------------|--------------------------------|-------------------------|---------------------------------------|---|
| | Project Accountant | | | Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed in accordance with company policy, accounting principles, and contractual obligations. Coordinates the project accounting system within the company and works with technical staff to ensure compliance with contractual requirements. May supervise the activities of various accounting clerks and be responsible for the preparation of periodic reports for management. Normally requires a degree in accounting with at least 2 years of experience or equivalent training and experience. |
| | Project Manager | | | Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management. |
| | Project Manager I | | | |
| | Project Manager II | | | |
| | Senior Landscape Architect | | | Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5 years' or more applicable experience. Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion. |
| Primavera P6 Support | Technical Support I | 2 Years | Junior Technical Support P6 | Primavera P6 Certification Required |
| | Technical Support II | 2-5 Years | Mid-Level Technical Support P6 | Primavera P6 Certification Required |
| | Technical Support III | 5-10 Years | Senior Technical Support P6 | Primavera P6 Certification Required |
| Project Management | Project Engineer | < 2 Years | Entry-Level Project Engineer | Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out |
| | Assistant Project Manager | 5-10 Years | Assistant Project Manager | Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out |
| | Project Manager Functional I | 2-5 years | Mid-Level Project Manager | Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out |
| | Project Manager Functional II | 2-5 Years | Mid-Level Project Manager | Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out |
| | Project Manager Functional III | 5-10 Years | Senior Project Manager | Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out |
| | Project Manager Functional IV | 10-20 Years | Team Lead Project Manager / Principal | Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out |
| | Senior Project Manager | 10-20 Years or more | | Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out |
| | Principal Project Manager | | | |
| Quality Assurance | Facilities QA Inspector I | Level 1, Entry | Facilities QA Inspector I | Entry level facilities quality assurance inspector. Performs simple and routine tasks under close supervision by higher-level staff or from detailed procedural guidelines. Assists in gathering and maintaining inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and test the product being produced by the contractor to verify it meets the contract requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process and provide sufficient observation documentation to enable higher-level inspection staff to identify defects. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|-------------------|--------------------------------------|--------------------------|--------------------------------------|---|
| | Facilities QA Inspector II | Level 2, Developmental | Facilities QA Inspector II | Mid-level facilities quality assurance inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and test the product being produced by the contractor to verify it meets the contract requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process, identify defects, and communicate them in documentation. Possesses appropriate certification for inspection discipline, such as journeyman's license for electrical, mechanical, or other disciplines. |
| | Facilities QA Inspector III | Level 3, Full Experience | Facilities QA Inspector III | Senior level facilities quality assurance inspector. Performs non-routine and complex assignments with responsibility for planning and execution. Executes and delegates objectives from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and test the product being produced by the contractor to verify it meets the contract requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process, analyze engineering data, identify defects, and communicate them in documentation. Possesses appropriate senior-level certification for inspection discipline and/or required certifications to fully inspect the work, such as master license, IAEl / ICC master's certification, etc |
| | Facilities QA Inspector Supervisor | Level 4, Supervisory | Facilities QA Inspector Supervisor | Facilities quality assurance inspector supervisor. Monitors, reviews, and coordinates all inspection activities. May be required to attend project meetings and provide recommendations to owner. Competent in multiple construction disciplines. Oversees inspection activities and assignments. Reviews accuracy and timeliness of of quality assurance daily reporting and other communication. May revise inspection assignments for cost-effectiveness, when possible. |
| | Civil QA Inspector I | Level 1, Entry | Civil QA Inspector I | Entry level civil quality assurance inspector. Performs simple and routine tasks under close supervision by higher-level staff or from detailed procedural guidelines. Assists in gathering and maintaining inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualification included CDOT Basic Highway Plan Reading, CDOT Basic Math and CDOT Basic Construction Surveying. |
| | Civil QA Inspector II | Level 2, Developmental | Civil QA Inspector II | Mid-level civil quality assurance inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualifications include;d CDOT Basic Highway Plan Reading, CDOT Basic Math, CDOT Construction Surveying, WAQTC Soils Inspection certification. |
| | Civil Senior QA Inspector | Level 3, Full Experience | Civil Senior QA Inspector | Senior level civil quality assurance inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualifications include;d CDOT Basic Highway Plan Reading, CDOT Basic Math, CDOT Construction Surveying, WAQTC Soils Inspection certification, CRMCA and ACPA Concrete Pavement Inspection certification, CAPA Asphalt Inspection certification. |
| | Civil Senior QA Inspector Supervisor | Level 4, Supervisory | Civil Senior QA Inspector Supervisor | Civil quality assurance inspector supervisor. Monitors, reviews, and coordinates all inspection activities. May be required to attend project meetings and provide recommendations to owner. Competent in multiple construction disciplines. Oversees inspection activities and assignments. Reviews accuracy and timeliness of of quality assurance daily reporting and other communication. May revise inspection assignments for cost-effectiveness, when possible. Minimum qualifications include; CDOT Basic Highway Plan Reading, CDOT Basic Math, CDOT Construction Surveying, WAQTC Soils Inspection certification, CRMCA and ACPA ConcrreteConcrete Pavement Inspection certification, CAPA Asphalt Inspection certification. |
| | Civil Electrical QA Inspector | Level 3, Full Experience | Civil Electrical QA Inspector | Full experienced quality assurance electrical inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives advice but not technical advice from Senior QA Inspector Supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualification - Licensed JouneymanJourneyman ElectricianElectrician in the State of Colorado. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|---------------------|--------------------------|-------------------------|---------------------------|--|
| 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 I | 2 Years | Junior Risk Engineer | |
| | Risk Manager II | 2-5 Years | Mid-Level Risk Manager | Update project risk registers, monitor contingency draw down on project and portfolio level. |
| | Risk Manager III | 5-10 Years | Senior Risk Manager | Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio. |
| | Risk Manager IV | 10-20 Years or more | Team Lead Risk Management | |
| Scheduling | Scheduler I | Level 1 | Junior scheduler | Set up baseline schedules, progress updates against baseline, reporting support. |
| | Scheduler II | Level 2 | Mid-Level Scheduler | |
| | Scheduler III | Level 3 | Senior Scheduler | Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration. |
| | Scheduler Manager | Level 4 | Team Lead | |
| Specialist Services | Scientist 1 | | | Entry level professional requiring Bachelor's Degree in Science and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision, receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks, which provide experience and familiarity with scientific staff, methods, practices, and programs. Usually assumes no responsibility for direction of others, except for possible assistance in collection data. |
| | Scientist 2 | | | Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an MS Degree. |
| | Scientist 3 | | | Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and be assisted by lower-level scientists. |
| | Scientist 4 | | | Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforeseen or novel complexities, and b) ability to apply analytical solutions to wide variety of problems and assimilate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Generally requires 1 to 2 years Scientist 3 or related experience. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise small staff of scientists and technicians on project basis. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|-------------------|----------------------|-------------------------|-------|---|
| | Scientist 5 | | | Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks. Requires sufficient breadth of knowledge and Scientist 4 work experience to have achieved a position of identifiable expertise within organization. Professional certification may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor or specialized outside-authority concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) In supervisory capacity, plans, organizes, and directs assigned project programs. Independently defines scope and critical elements of projects and selects steps to be taken. Supervises small staff (2-5) of Scientists 1- 4 and technicians on project basis; 2) As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedures. |
| Surveying | Chain/Rod Technician | | | Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew. |
| | Land Surveyor | | | Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff. |



Exhibit B

| Area of Expertise | Position | Professional Experience | Title | Qualifications |
|---------------------|-------------------------------|-------------------------|-------------------------------------|---|
| | 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). |
| Unifier Development | Unifier Systems Developer I | 2 Years | Junior Developer Unifier | Unifier Certification Required, Business Process Design, Implementation, Testing |
| | Unifier Systems Developer II | 2-5 Years | Mid-Level Developer Unifier | Unifier Certification Required, Business Process Design, Implementation, Testing |
| | Unifier Systems Developer III | 5-10 Years or more | Senior Developer Unifier | Unifier Certification Required, Business Process Design, Implementation, Testing |
| Unifier Support | Technical Support I | 2 Years | Junior Technical Support Unifier | Unifier Certification Required |
| | Technical Support II | 2-5 Years | Mid-Level Technical Support Unifier | Unifier Certification Required |
| | Technical Support III | 5-10 Years | Senior Technical Support Unifier | Unifier Certification Required |
| Other | Other | | | Custom Field to allow for other job titles |



EXHIBIT B

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
- 3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
- 4. Property Insurance
Contractor 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 Contractor 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
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
- 6. Technology Errors and Omissions
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
 - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
- 7. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor 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. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

8. Excess/Umbrella Liability

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

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), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

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

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

If Contractor 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, Contractor 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 Contractor 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, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

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

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

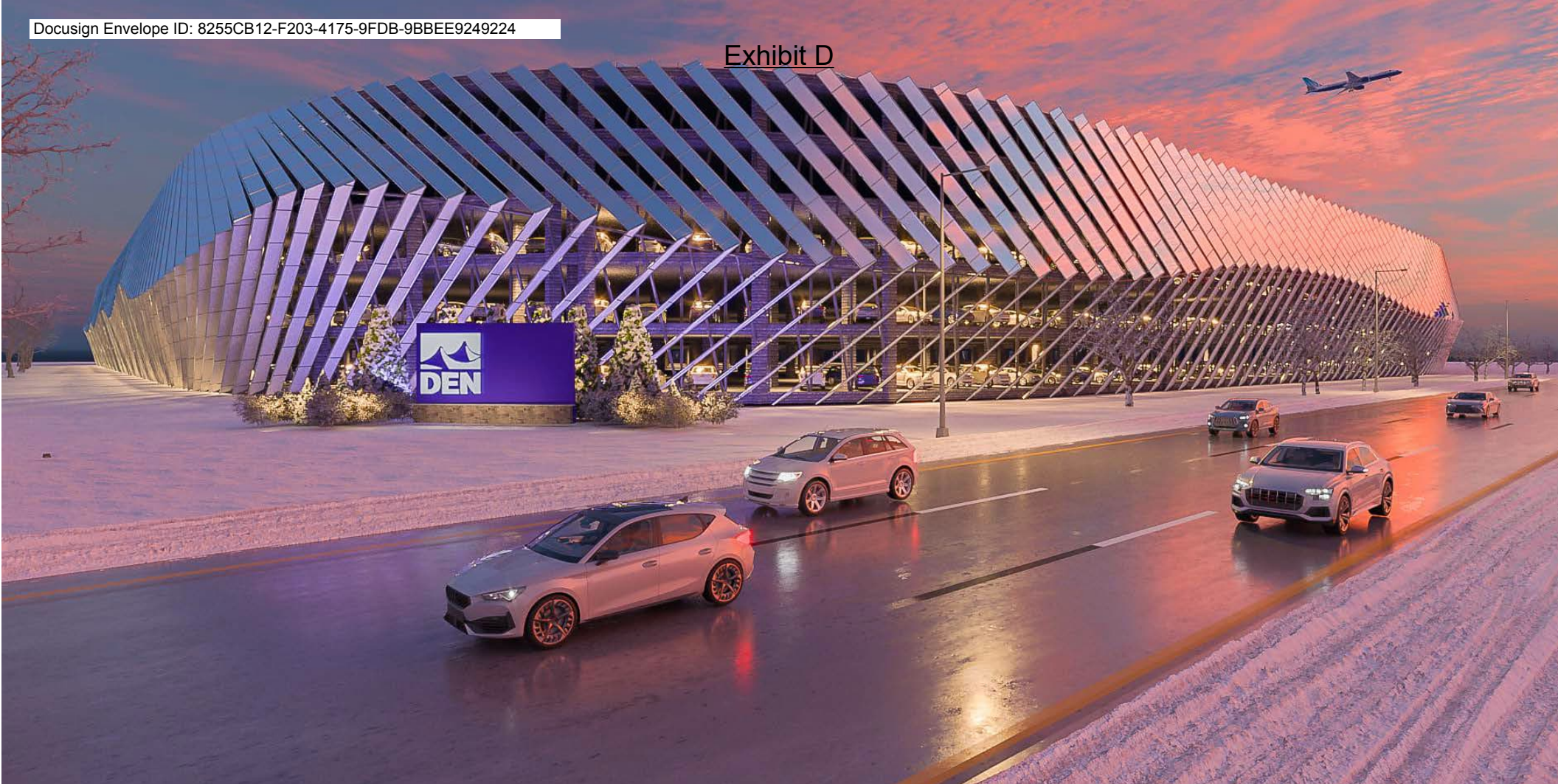
DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

Exhibit D



Firm Name: Jacobs Engineering Group Inc.

Title: MWBE Equity, Diversity, and Inclusion Plan

Contract Number: 202476380

Contract Name: ConRAC and CTS Program Management Support

DSBO Goal established: 25%

Jacobs Commitment: 25%

Jacobs Engineering Group Inc.
Contract No. 202476380-00

City and County of Denver/Denver International Airport

Exhibit D

Page 1 of 9

March 13, 2025



2.1 MWBE Commitment

Jacobs will meet-or-exceed the 25% MWBE goals stated in the RFP.

Building an inclusive and diverse culture is a top priority that extends throughout Jacobs' organization and our project teams. As a relationship-based company, we rely on our teaming partners to help support our clients' needs, and we understand the value they bring to you and the Denver Metro area. Our commitment to business diversity and MWBE inclusion in our teaming and subcontracting opportunities comes from a belief that our team should be as diverse as the communities and clients we serve.

2.2 MWBE Coordinator and other Key Personnel

Our key personnel are fully invested in the valuable MWBE partnerships we have built through shared project successes, as demonstrated by our organization and the elements of our EDI Plan.

"Our culture of caring and inclusion, which is central to Jacobs' values, means respect for everyone's perspective. Because of this, it's important for us to learn from one another and engage in conversations in which we can be open and share our thoughts."

Bob Pragada,
Chief Executive Officer

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Kelly
Harris

MWBE Coordinator

Kelly.Harris2@jacobs.com, 720.286.2924

Kelly will be in direct contact with our Project Manager and DSBO to manage the MWBE requirements for this contract. She is responsible for ensuring all reporting, letters of intent, and goals-vs.-achievements for the MWBE plan are accurately and promptly reported through the B2GNow system. She will provide updates for and attend monthly status meetings with the DSBO. Kelly also works to ensure all items of the Article III of the Denver Revised Municipal Code (DRMC) Chapter 28, including prompt payment, are being strictly adhered to. Kelly brings 5+ years of experience in this role, serving in this role on 6 different DEN contracts Jacobs holds.



Greg
Straight

Program Manager

Greg.Straight@jacobs.com, 720.939.5312

Greg serves as the single point of contact for both DEN and our MWBE partners. He works with Kelly and our MWBE support team to match MWBE partner skillsets to the project scope needs. Greg ensures that a clear scope of work that provides meaningful work for our partners is included with each of their contracts. Throughout the project Greg ensures that the MWBE Partners are staying engaged as anticipated, and he assigns mentors as needed to assist in the growth and development of our partners.



William "Bill"
VanHercke

Controller/Principal-in-Charge

William.VanHercke@Jacobs.com,
720.286.5246

Bill has ultimate authority with both DEN and our MWBE partners to sign contracts that commit the staff and partnerships to deliver each task order for DEN. He works with the MWBE firm principals to mentor them on best practices, ensures quality delivery, and maintains connections for current and future business opportunities. Bill provides honest and collaborative feedback to our partners so they can continue to grow and serve our clients with excellence. He also gets feedback on working with the Jacobs team, so Jacobs can be the best partner for these firms.



Eric
Rolle

EDI Manager

erolle@shrewsusa.com, 317.496.9125

Eric has demonstrated his commitment in building capacity and providing a seat at the table for MWBE firms. Eric is enthusiastic about helping WMBE firms in project delivery and will seek opportunity to find meaningful roles and opportunities for MWBE firms on the ConRAC program.

"As a minority professional working for a MWBE firm, I am thrilled at the opportunity to bring my experience, passion, and commitment to help MWBE firms grow their business at DEN."

133_006PW2_7

2.3 MWBE Utilization Strategies

As part of our response to the RFQ for this project, our key personnel have discussed the skills needed, coordinated with MWBE firms matching the capabilities required, and identified the appropriately qualified firms with the availability to deliver your scope within the required schedule. On selection, we work with each firm to optimize scopes of work and confirm they complete their tasks and services as cost-effectively and efficiently as possible, providing meaningful opportunities for each team member to develop according to their goals. In some cases, these MWBE firms work as an extension of our staff, enabling us to mentor them and their employees in key project quality assurance and quality control (QA/QC) practices. If we identify opportunities to expand work scopes or bring additional skill sets to a given task order request, we reach out to additional qualified firms on our MWBE firm list to gauge availability and interest. To maximize opportunity for additional MWBE firms, we work with DSBO and the NAICS code system to evaluate firms, capabilities, and resources, and communicate the opportunities to qualified firms.

Our key personnel continuously look for ways to increase participation of established and new MWBE partners. To facilitate this, Jacobs provides multiple opportunities a year for MWBE firms to get to know us and how they can work with us. This includes presenting at various panels and events, such as DEN’s annual Meet the Primes event in December. We also host industry meet-and-greet events multiple times per year in Denver, most recently on March 12, 2024. At each outreach event, we discuss the work we are doing at DEN, and the potential future programs we are hopeful of participating with DEN in the future. Afterwards, Bill sets up individual meetings with interested partners to discuss opportunities in a more intimate setting.

Our approach to small business outreach involves building a strong bench of firms with capacity, capability, and flexibility for current and future work, not only under this contract, but for other Jacobs projects as well. We maintain and regularly update a robust directory of local MWBE firms—including the more than 40 Denver-based MWBE partners currently on our various projects at DEN. Bill has arranged this directory by scopes of work and NAICS codes to track contacts made, contracts awarded, and how often we have or have not selected a specific firm for a task.

Our outreach program includes:

- » Engagement opportunities to meet with our team

- » Developing a relationship/coaching initiative to scale up small business consultant partners
- » Educating small businesses on requirements for the pursuit and contract award phases
- » Sourcing new MWBE and small business partners

For this project, we anticipate engaging the following subconsultant partners:

| <i>Project Partners</i> | <i>Current Certification</i> | <i>Scope of Work</i> | <i>Estimated % Participation*</i> | <i>Anticipated Sub-Contract Timing</i> |
|---|------------------------------|--|-----------------------------------|--|
| Aviation Oversight Management Services, LLC | MWBE/EBE/SBE | Life/Safety Systems Support | 2 | It is anticipated that all subcontracts will be executed within four (4) weeks of receiving an executed contract from DEN for the project. |
| Civil Technology, Inc. | MWBE/SBE | CM Support and Project Controls | 1 | |
| CMTS, LLC | MWBE/SBE | CM (CA/SI) Support and Project Controls | 6 | |
| Communication Infrastructure Group | MWBE/SBE | Public Involvement, Community Outreach | 1 | |
| Group14 Engineering, PBC | MWBE/SBE | Sustainability & Commissioning | 1 | |
| Hahn Integrated Systems, Inc. | MWBE/SBE | PA Systems Oversight | 1 | |
| Peak Consulting Group, LLC | MWBE/EBE/SBE | Environmental/NEPA | 1 | |
| Shrewsberry & Associates, LLC | MWBE/SBE | QA/QI | 6 | |
| Walker Solutions, LLC | MWBE/EBE/SBE | PM/CM Support | 5 | |
| Yeh and Associates, Inc | MWBE/SBE | Geotechnical Services | 1 | |
| <i>Non-MWBE Teaming Partners</i> | | | | |
| Consulting Engineers Group Inc. | N/A | P3/Commercial Advisor & Contract Development | TBD | |
| InterVISTAS | N/A | Planning/Program Definition | TBD | |
| Jensen Hughes | N/A | Fire & Life Safety | TBD | |

| | | | |
|-----------------------------------|-----|-------------------------------|-----|
| Lea+Elliott, Inc. | N/A | CTS Support | TBD |
| PA Consulting | N/A | Risk Management/ Insurance | TBD |
| Rivia Contract Management, LLC | N/A | Change Management | TBD |

2.4 Technical Assistance & Support Services

For decades, Jacobs has partnered with MWBE firms to provide meaningful support to grow their businesses. We have participated in formal Federal mentoring programs, and we have developed an internal program using the guidelines of several Federal agencies. As an example, we established a prompt payment program where our partners get paid within 30 days of an invoice, knowing the burden late payments can have on our small business partners. In fact, we instituted this program before issuance of Article III of the Denver Revised Municipal Code (DRMC) Chapter 28. Our approach also involves coaching and guidance. For our new relationship MWBE partners, we work with their staff on administrative/contracting requirements, project delivery, and other concerns related to providing service to DEN.

We are currently supporting your SBE Prime program as a subconsultant to three firms working at DEN, including 360 Engineering, SynEnergy, and Killebrew-Killebrew, Inc. We are honored to help these SBE partners achieve their goals of serving as prime consultants on DEN contracts. We also help our entrepreneurial future small business leaders establish their own firms and gain accreditation through DSBO. In the past year alone, we supported two new MWBE firms—Plane English and Walker Consulting—



Jacobs' Mentorship Culture

Since the start of Walker Solution's collaboration on the Great Hall program, Jacobs has been a steadfast partner. Their industry knowledge and support have been invaluable, and they continue to identify strategic growth opportunities for our firm through partnerships at DEN. With Jacobs' ongoing support, we are well-positioned to strengthen our presence and impact in the industry.



"Greg Straight is exceptional in identifying strategic opportunities for small business growth, fostering partnerships, and advocating for smaller firms to showcase their unique value."

Nathan Walker, Walker Solutions

by working extensively with the owners to provide office structure and sales assistance and helping each firm secure their first independent contract.

2.5 Procurement Process

As part of this RFP preparation, we've already started our procurement process with our MWBE partners. Greg, Kelly and Bill have identified ten key MWBE partners and six non-MWBE specialty firms based on the expected scope of work and their history of excellence working with us on other DEN projects. On notice of award, Greg and Kelly request a formal scope and fee from these subconsultants to include and submit as part of our fee proposal. If required, Greg and Kelly negotiate with each subconsultant to address your comments on them. On your approval of the scope and fee, we initiate contracts with the subconsultants, providing contract terms for their review and comment prior to finalization. Part of our subcontracting process is to review our partners' safety performance and their insurance requirements, considering deviation requests as needed.

During contract execution, if we identify opportunities to expand work scopes or bring additional skill sets to a given task order request, we reach out to additional qualified firms on our MWBE firm list to gauge availability and interest. To maximize opportunity for additional MWBE firms, we work with DSBO and the NAICS code system to evaluate firms, capabilities, and resources and communicate the opportunities to qualified firms.

Kelly will be responsible for reporting our teams' accomplishments in the B2GNow system and completing all monthly audits on this program, and she will be the point of contact for any issue communication and resolution. She will monitor payments to our MWBE partners for prompt payment adherence and to ensure contractual requirements are met. If there are any disputes pertaining to Prompt Pay, termination, reduction, or substitution of an MWBE firm, or any other matters within DSBO's oversight as per the DRMC that cannot be resolved through our dispute resolution plan, Jacobs will advise DSBO accordingly. If we find we are unable to provide meaningful work to one of our planned MWBE partners, Greg and Kelly hold debrief sessions with the firm within one week of the determination to let them know why they were not engaged, providing honest and open feedback and ideas for changes for future opportunities. Many times, the scope of work is simply not a match for their specialty service. If lack of selection is due to poor performance, we escalate the conversation to Bill, who meet with these partners to discuss areas for improvement required for future opportunities.

Our dispute resolution process starts with the project manager engaging with the MWBE's primary contact to confirm everyone agrees on what the issue is before moving forward. We approach the issue with genuine collaboration, working with the parties to find a solution focused on your program's success. We identify and review the needs and options for resolution satisfying all partners. If needed, Greg engages Bill and DSBO to help resolve the issue. Prior to any termination, reduction of scope, or planned substitution, Bill engages directly with DSBO to discuss the issues, the actions taken to date, the results or lack thereof, and the plan for modification prior to any action being taken. All requirements of the DRMC, including those on Prompt Pay, termination/reduction/substitution and other covered areas, will be met regardless of the subcontractor tier. Should we be unable to resolve disputes pertaining to these factors or any other matters under DSBO's oversight, our team will advise DSBO accordingly.

2.6 Communication and Vendor Management

Mentoring is a key part of Jacobs partnerships. This mentoring approach includes providing on-the-job training for MWBE firms for everything from initial proposal preparation, into contracting, through the design process and finally through project closeout. We support our partners with their specific tasks, by pairing MWBE staff with Jacobs staff to make sure they can efficiently complete the work they are assigned. Training will include invoicing standards, business development best practices, internal quality control, and BIM modeling to DEN standards.

Upon contract award, Greg and his assigned team members will hold a kickoff meeting with each MWBE firm. We integrate each firm as if they were another Jacobs office providing support, as an equal and critical team partner. This meeting will focus on the expectations for the project scope, schedule and budget, as well as the expectations of the MWBE firm. This enables us to understand how best to help them meet their business goals, while providing an excellent/quality deliverable to DEN. During project execution, regular meetings are held to make sure expectations are met and meaningful work is being given. Jacobs will also participate in regular monthly project check-ins with DSBO to review payment reporting and contract compliance and to discuss the project status and updates. If either Jacobs or DEN begins to get concerned with any aspect of our partners' delivery, we immediately begin our dispute resolution plan, which includes bringing in additional resources from Jacobs to support our MWBE firms.

Bid Navigator

For the National Western Center project, we created a bid navigator role to provide small business and contractor support. For your program, Bill serves in this role to provide strategic and continuous outreach to the small business community, promote awareness of project opportunities, and help small businesses connect with the right contract staff for opportunities. Part of this navigation includes providing office hours where small business owners can meet one-on-one with members of our team to learn about opportunities.

We draw on our connections with national and local MWBE contracting associations. In Colorado, Jacobs is a member of the Women in Transportation Seminar (WTS), Hispanic Contractors of Colorado (HCC), Association of General Contractors (AGC), Conference of Minority Transportation Officials (COMTO), and others. Nationally, we support the American Minority Advisory Council (AMAC)—which gave Jacobs a prestigious corporate excellence award in 2023.



An example of Jacobs' support plan is the DEN Concourse Expansion Program, where our MWBE partner Killebrew was given a very tight deadline for a change request. Their small staff could not handle all this work within the needed schedule, so Jacobs brought in experts to support their delivery while keeping them as the lead. Jacobs is committed to our partners and clients and will not let either fail.

2.7 Past Performance

Our record of MWBE participation demonstrates our success with diversity and inclusion in contracting on our projects. We continue to meet and exceed our clients’ participation goals while building long-term relationships with our MWBE partners. We’re pleased to acknowledge that we’ve engaged more than 30 MWBE firms at DEN to deliver more than \$40 million in professional services across 12 different contracts in the past 5 years. We’ve helped five different businesses establish Denver offices and achieve MWBE certification, helping increase the diversity of our supplier base.

This table summarizes our recent and relevant MWBE achievements, demonstrating that these goals are not simply a check-the-box exercise for our team, but a meaningful way we can positively impact the communities we serve.

| Project | MWBE Firms | Goal vs. Actual | Support/ Technical Assistance |
|---|---|-----------------|---|
| Great Hall Program Support, Denver International Airport, CO | Civil Technology, CMTS | 20% vs 24.08% | Mentoring, workforce expansion, quality management |
| Great Hall Program QA/SI Support, Denver International Airport, CO | Shrewsberry, LS Gallegos, Metrix | 20% vs 59.94% | Mentoring, workforce expansion, quality management, inspection support, Special Inspection |
| Concourse Expansion Program, Denver International Airport, CO | 360 Engineering, Castillo Architects, EES, Gallun Snow, Group 14, Killebrew Killebrew, PK Electrical, San Engineering | 18% vs 20.8% | Mentoring, workforce expansion, quality management |
| National Western, City and County of Denver, CO | 105 West, Apex, Brendle, CMTS, Group14, Goodbee, SynEnergy, The Idea Marketing, Triunity, Zann | 10% vs 17.7% | Communications, Marketing, Surveying, Construction Management, Workforce, Regeneration, Utility and Railroad Coordination |
| ConRac and APM Expansion Program, Tampa International Airport, FL | CMTS, AID, CERM | 10% vs 15% | Construction managers, Construction inspectors, Quality Assurance |
| Landside Access Modernization, Los Angeles International Airport, CA | SG Engineering, VN Tunnel and Underground, C2PM, Creelman | 20% vs 58% | Project Management – Operations and Maintenance, Civil Engineering |
| North Main Terminal Redevelopment Program, SeaTac International Airport, WA | Tres West Engineers, Nisqually Construction Services, Jacobsen Daniels | 15% vs 31.78% | Project Management (mechanical), Construction Inspection |

2.8 Proposer’s Culture

At Jacobs, we put people at the heart of our business. Truly effective diversity, equity, and inclusion programs must start with a clear and accountable leadership commitment supported by quantitative approaches that measure the program’s progress. **Our Company’s culture of belonging is “TogetherBeyond,” which is our approach to living inclusion every day and enabling diversity and equality globally.** For us, this means creating a culture of belonging where we all thrive by embracing all perspectives. We have an unparalleled focus on inclusion, with a diverse team of visionaries, thinkers, and doers. We embrace all perspectives, collaborating to make a positive impact.



In December 2023, the Martin Luther King Jr. Foundation honored Jacobs' Denver office as the **Corporation of the Year**, demonstrating that our Denver-based team acts on our values to enhance diversity, inclusion, and equity internally and in the communities we serve. We've also received:

- » **2024, Best Places to Work for People with Disabilities** by the Disability Equality Index (*fifth consecutive year*)
- » **2024, Best Place to Work for Disability Inclusion**, American Association of People with Disability Inclusion (*four straight years*)
- » **2023, Best Places to Work for LGBTQ Equality** by Human Rights Campaign Foundation's Corporate Equality (*five years running*)
- » **2023, Forbes List of America's Best Employers for Veterans** (*three consecutive years*)
- » **2023, HIRE Vets Gold Medallion for Veteran Recruiting**
- » **2023, Forbes World's Top Female Friendly Company** (*three straight years*)
- » **2023, Top Score on Disability Equality Index** (*three straight years*)



At Jacobs, we understand "inclusion" is a verb, not a noun. It means taking measurable and transparent action on our statements, commitments, and initiatives to drive meaningful, measurable change in our company and in the communities we serve. It means creating a workplace where our differences are accepted, celebrated, and harnessed to bring the innovative, extraordinary solutions clients demand from us. It means creating a culture of belonging where everyone can thrive—a culture we call TogetherBeyondSM.

We're thrilled to see the continued enthusiasm for our Jacobs Employee Networks – with employees regularly connecting and coming together to build an inclusive and diverse workplace.



The ACE Network serves as a networking group for employees who are seeking information/resources/net-working opportunities regarding physical, mental, and cognitive, and care giving or other adaptive challenges and for disabilities, for themselves, their family, or friends.



Jacobs Careers Network is dedicated to empowering employees to maximize their potential through engagement and development of talent across all career stages to make Jacobs the workplace of choice.



Enlace is a Jacobs Employee Network passionate about helping our Latino community and our company's growth. Enlace leverages the company's unique and vibrant Latino talent contributing to Jacob's growth profitable strategy, attracting and retaining Latinos, while fostering leadership, community involvement, diversity, and cultural pride.



Harambee serves to advocate for an inclusive culture and work environment that actively supports the recruitment, development, and retention of Black talent. Harambee creates cultural awareness and understanding in an increasingly diverse marketplace while differentially contributing to enterprise strategic goals, client centric growth objectives, and overall global success.



ONEWorld engages in a mission to provide an inclusive environment at Jacobs that actively nurtures and supports our diverse employees across all ethnicities and cultures. OneWorld improves cross-cultural and global connections through supporting recruitment and retention, providing informal networking and mentoring, and professional and community outreach.



Prism is a group that drives LGBT talent attraction and retention, empowers LGBT employee engagement by promoting a safe and inclusive culture, develops and enriches client relationships by demonstrating commitment to LGBT inclusion, and embraces our community partners by participating in community events that promote LGBT inclusion.



The Jacobs VetNet Network works to align Jacobs' employee veteran talent to support business initiatives and fosters community and solidarity by connecting people and organizations in support of outreach, enablement, and advocacy programs.



The Jacobs Women's Network serves to foster an inclusive environment where gender diversity and equality drive profitable growth. Jacobs Women's Network aims to accelerate a cultural shift by empowering women and promoting gender equality.

2.9 Future Initiatives

Jacobs’ Action Plan for Advancing Justice and Equality is about achieving true equality for all of our employees—current and future—with a focus on empowering our Black employees to advance and achieve their career goals. Building on this and on our global inclusion and diversity strategy, we created an employee network called TogetherBeyond, which sets actionable initiatives and measurable objectives to address embedded and systemic racial inequities through these critical commitments:

Amplify a culture of belonging.

Expand beyond conscious inclusion, training our 60,000-person global workforce in bystander intervention.

Recruit, retain, and advance Black employees based on merit. Increase representation of Black employees at all levels over the next 3 years to proportionally reflect the overall external population and provide continuous professional development and advancement.

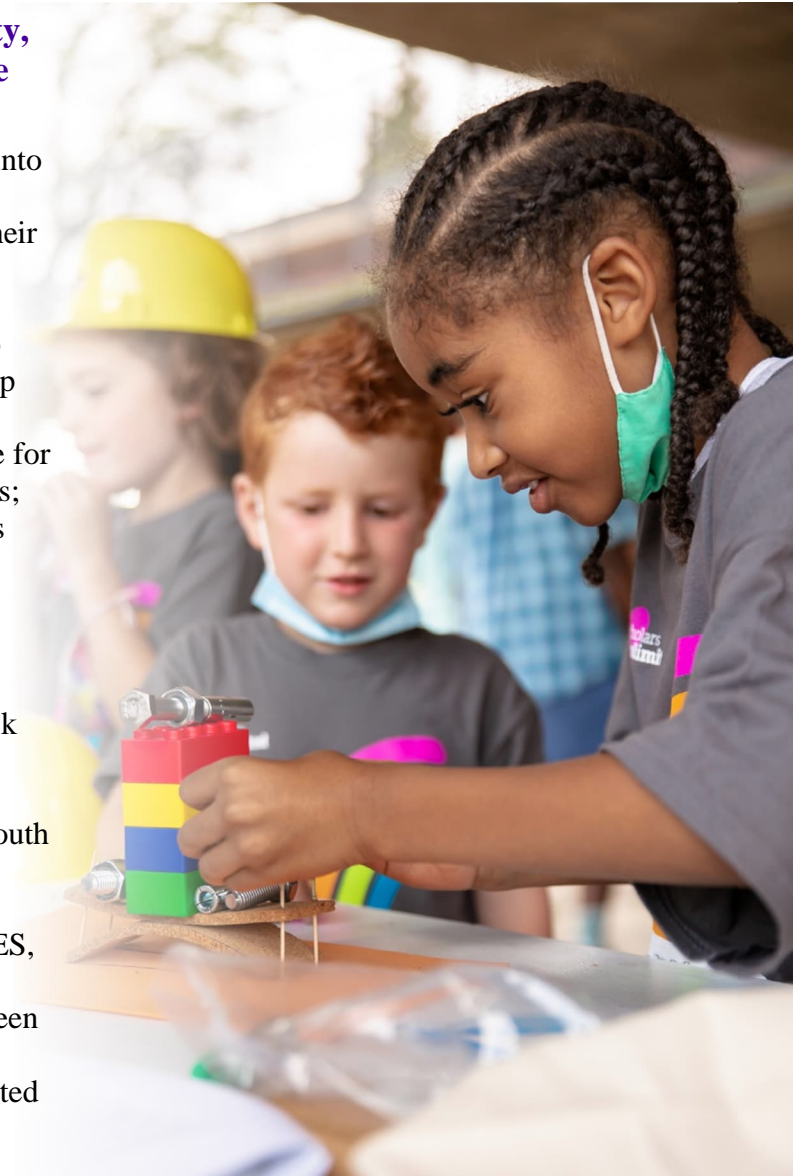
Contribute to structural change in the broader society. Promote programs and volunteer opportunities for organizations committed to justice and equality through Jacobs’ CollectivelySM giving and volunteering program. This includes a commitment to donate \$10 million over the next 5 years in support of Black educational and professional development and scholarship opportunities.

2.9.1 Amplify a culture of belonging. Equity, Diversity, and Inclusion Efforts in the Denver Community.

We don’t just talk about EDI—we put our values into practice. Around the world, our people promote a culture of partnership and cross-collaboration in their communities, raising awareness and integrating science, technology, engineering, arts, and mathematics (STEAM) education into activities to make a positive difference locally and help develop the talent force of the future in our industry. We launched a program to provide Jacobs-funded time for employees to participate in local STEAM activities; our people tracked more than 3,000 STEAM hours between January and September 2023, on and off company time. In Denver, we are continuing to partner with nearby schools to provide STEAM programming during 2024.

We also sponsor the Colorado Association of Black Professional Engineers Society (CABPES). The organization encourages and assists African Americans and other underrepresented minority youth in the pursuit and attainment of career choices in science, technology, engineering, and mathematics professions. The President of CABPES, Dewey Brigham, is a former Jacobs employee and remains a close advisor to our Denver team. Between CABPES and the Conference of Minority Transportation Officials (COMTO), we have donated more than \$50,000 since 2020.

The Jacobs OneWorld Employee Network led an effort under the U.S. West TogetherBeyond Council to create a scholarship fund for low-income students and students of color. Through company charitable donations and giving opportunities campaigns, we raised \$22,237, exceeding a \$21,000 goal, to benefit two Colorado organizations: Red Rocks Community College in Lakewood and Girls Inc. of Metro Denver.



Jacobs 2023 Charitable Activities

\$3M
in donations

3,000+
charities supported

36
countries

19,000
volunteer hours

15,000+
community activities

135_008PW0_2

Signatory Page

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, Jacobs shall comply with the requirements of this approved MWBE EDI plan. Updates to this plan will be performed annually by Jacobs and approved by DSBO, beginning in March of 2026 or at the request of DSBO.



3/19/2025

Greg Straight, Project and Contract Manager, Jacobs Engineering Group Inc.



3/19/2025

Bill VanHercke, PE, Vice President and Principal-in-Charge, Jacobs Engineering Group Inc.



March 19, 2025

Marina Logachev, Compliance Manager, Division of Small Business Opportunity (delegated authority by DSBO Director)



Exhibit E

TASK ORDERS AND INVOICING



SPECIAL PROJECTS
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1. Introduction

- 1.1. This Exhibit describes the Contractor's obligations to prepare and submit Task Orders, Task Order Change Orders, schedules, budgets, invoices, progress reports, correspondence, and other contractual documents.
- 1.2. The Contractor, as deemed necessary by the Senior Vice President of Special Projects (the "SVP-SP") or their designee, will be required to provide professional services for specific task scopes of work based on the scope defined in Exhibit A.
- 1.3. The Contractor shall be paid on its progress towards completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order Change Order.

2. Task Orders

- 2.1. The SVP-SP or their designee will request a Proposal for each specific Task Order. The Contractor will prepare and submit a Proposal within 14 days of receipt of the Task Order request for proposal unless an alternate delivery duration is defined by the SVP-SP or their designee at the time of request. Task Order requests for proposal are not guaranteed to result in an executed Task Order.
- 2.2. The Contractor shall provide a proposal that includes the following:
 - 2.2.1. A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.
 - 2.2.2. A detailed summary of the Task Order fee, broken down by personnel, pay classifications, agreed hourly billing rates (see Exhibit B), schedule and hours necessary to complete the Task Order scope of work.
 - 2.2.2.1. This should show anticipated hour usage and spend per individual staff member per month through the duration of the Task Order.
 - 2.2.3. A schedule identifying all phases of scope of work.
 - 2.2.4. Identify any anticipated expenses and expense budgets per Contractor. Unless specifically granted in the Task Order, an expense budget does not relieve the Contractor or subcontractor from the expense authorization process in Sec. 6 of this Exhibit.



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2.2.5. Identification of time and material, not to exceed fee.

2.2.6. Fees for proposal preparation will not be reimbursed.

2.3. Task Order Notice to Proceed

2.3.1. The City will provide written notification to the Contractor to proceed with a Task Order scope of work upon execution and encumbrance of the Task Order. This written notification will come in the form of a signed Notice to Proceed. The Contractor will not be authorized to proceed with the work described in this Agreement, Exhibit, or a Task Order and the City will not be obligated to fund or pay for any work performed by the Contractor until the City has provided signed, written notification to the Contractor that the work is to be performed.

2.4. Change Requests

2.4.1. Changes to the scope of work initiated by the Contractor will be issued to the SVP-SP or their designee. Initiation of a Change Request does not guarantee acceptance of the Change Request. Acceptance and approval of the Change Request will only be granted to the Contractor through an executed Task Order Change Order.

2.4.2. Changes to the scope of work initiated by the SVP-SP or their designee will be issued to the Contractor through a request for proposal. A request for proposal does not guarantee additional work acceptance, additional funding, or grant schedule relief.

2.4.2.1. Within 14 days of receipt of the request for proposal, or duration as defined in writing by the SVP-SP or their designee, the Contractor shall provide a time and materials, not to exceed fee proposal that includes the following:

2.4.2.1.1. A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subcontractors.

2.4.2.1.2. A detailed summary of the Task Order fee, broken down by personnel, pay classifications, agreed hourly billing rates (see Exhibit B), schedule and hours necessary to complete the Task Order scope of work.

2.4.2.1.2.1. This should show an updated anticipated hourly and wage cost per month through the duration of the Task Order.

2.4.2.1.3. An updated Not-to-Exceed Fee, showing the original, change request amount, and new total Not-to-Exceed Fee.



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2.5. Task Order Closeout

- 2.5.1. Task Order Closeout Initiation will not begin without written approval from the SVP-SP or their designee
- 2.5.2. Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see Form SP-ACL) and Final Statement of Accounting (see Form SP-SA)

2.6. Contractor's Personnel Assigned to this Agreement

- 2.6.1. Job classification titles and rate ranges are established in Exhibit B.
 - 2.6.1.1. Future job classification rates are subject to approval by the SVP-SP or their designee (see Form SP-CLS). Any new job classifications should include a justification for the business need for a new position.
- 2.6.2. Personnel Assignments must be approved in advance by the SVP-SP or their designee (see SP-EMP). Personnel are not to engage in work on the project until authorization is granted.
 - 2.6.2.1. Personnel Requests should be accompanied by Form SP-EMP, identify their requested job title, their assigned rate, a current resume that supports their requested role, and describe how their relevant experience and qualifications relates to and benefits the project.
 - 2.6.2.2. The proposed employee may be subject to an interview process at the discretion of the SVP-SP or their designee.
 - 2.6.2.3. Approved employees are assigned to the Contract. As such, job titles and pay rate shall remain consistent on the Task Orders under the Contract.
- 2.6.3. A record of approved personnel will be kept by The City and the Contractor and will be updated as new personnel and positions are added throughout the life of the Agreement.
- 2.6.4. Position change requests for approved staff will be considered on a case-by-case basis and subject to the approval of the SVP-SP or their designee. Approval of these requests are not guaranteed. Any request resulting in an increased rate must be accompanied by supporting documentation, including but not limited to the value as it relates to the project, planned resource utilization for the new position, updated resume to support the change, proposed solution relating to backfill, how the change effects the budget and schedule including any backfill positions, and overall effect on the project.



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3. Miscellaneous

3.1. Diligence

- 3.1.1. The Contractor will perform the services defined by the individual Task Order scope of work in a timely matter as directed by the SVP-SP or their designee.

3.2. Cooperation

- 3.2.1. The Contractor will fully cooperate and coordinate with other Contractors and approved DEN contractors performing work at DEN, particularly contractors whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's fee proposal for each Task Order will include coordination with Contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a fee proposal.

3.3. Airport Security Requirements

- 3.3.1. Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

4. Invoicing

4.1. Progress Payment Measurement

- 4.1.1. Task Orders will be issued on a time and material basis, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Contractor. It is the maximum amount allowed to be paid out for the Task Order. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and the City is not obligated to increase the Not-to-Exceed amount without supporting documentation from the Contractor to justify a Change Request (defined above).

4.2. Upon execution of a Task Order, the City and the Contractor will meet to discuss and agree upon a service period, invoice form and format, billing review process, and a billing submission date.

- 4.2.1. Invoice cycles should cover a one-month period and be submitted timely to ensure prompt payment. Invoices may not be submitted in advance of the Service Period End Date. Hours invoiced must be actualized and may not be based on estimates.
- 4.2.2. Invoice drafts may be reviewed in advance of the invoice submittal date. Comments will be sent to the Contractor and a billing review meeting will be set if needed.



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4.3. Invoice Requirements:

- 4.3.1. An invoice Transmittal Form will be attached to the invoice. The form and format will be determined during the Task Order kickoff meeting. This should be a one-page document showing the Invoice number, Service Period, Submittal Date, Purchase Order, Task Order Authorized amount, prior payments, any outstanding payments, the current payment, and remaining amount. This should be signed by an authorized representative of the Contractor.
- 4.3.2. Signed invoices from the Prime Contractor and any subcontractors.
- 4.3.3. A narrative that highlights the specific work completed in the month invoiced which represents the hours expended and invoiced costs should be included with the invoice. Failure to submit the monthly invoice narrative may be cause for rejection of the invoice.
- 4.3.4. Sufficient backup must be provided to substantiate invoiced costs. This includes but is not limited to itemized time backup hours worked per day and describing time spent on individual tasks, any authorizations, actualized receipts for any reimbursable expenses, and other backup needed to justify invoiced charges. Final determination of sufficient backup is in the sole discretion of the City.

- 4.4. Invoices that are not in a form or format acceptable to the City may be cause for rejection.

5. Allowable General and Administrative Overhead (Indirect Costs)

- 5.1. All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications in Exhibit B. These costs may not be directly invoiced as they are included in the fully burdened rates established in Exhibit B of the Agreement.
- 5.2. Indirect Costs are the general administrative overhead (OH) costs that benefit more than one project and costs that cannot be directly identified with a single specific task objective. The following costs should be included in the fully burdened labor rates presented in Exhibit B:
 - 5.2.1. Office Provisions, including Utilities, communication systems (including mobile phones), rent, depreciation allowances, furniture, fixed equipment.
 - 5.2.2. Supplies & Equipment, including office supplies, drafting, engineering copying, postage, freight, vehicles, computer drafting and graphics, computers, computer accessories, and software.
 - 5.2.3. Maintenance and Repair of office equipment, survey and testing equipment, and other items in the overhead.
 - 5.2.4. Insurance, including professional liability, errors and omissions liability, vehicles, and facilities.



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- 5.2.5. Taxes, including personal property, state & local taxes, and real estate taxes.
- 5.2.6. Marketing fees and publications, including licenses, dues, subscriptions, trade shows, staff support unless otherwise authorized as being required to further the project.
- 5.2.7. Management, Administrative, and Clerical Office Staff. All management, administrative, clerical, and support staff not directly performing work on the specific Task Order, including those located at DEN.
- 5.2.8. Cost of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
- 5.2.9. Other costs, including but not limited to training, technical seminars, library, financial, and legal costs, employment fees, & recruiting costs.
- 5.2.10. Mileage is considered to be incidental and included in fully burdened billable rates, unless specifically authorized within a Task Order, at the City's discretion.
- 5.3. Non-Allowable Overhead includes but is not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, charitable contributions, employee stock ownership plans, entertainment and social functions, state and federal income taxes, fine and penalties, goodwill, interest expenses, lobbying costs, overtime premiums, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35).
- 5.4. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

6. Allowable Expenses

- 6.1. Expenses Generally:
 - 6.1.1. Expenses are reimbursed at actual costs. All allowable (non-salary) expenses are reimbursed at cost and are not subject to any mark-up or fee.
 - 6.1.2. Estimated expense budgets must be established as part of a Task Order or Task Order Change Order for each subcontractor in order to invoice for reimbursable expenses.
 - 6.1.3. Receipts required. All direct expenses submitted for reimbursement must be evidenced by a submitted actualized receipt. Receipts must contain sufficient detail to substantiate the reimbursement request. Direct Expenses without receipts will not be reimbursed.
- 6.2. Authorizations
 - 6.2.1. All Expenses over \$500 must be approved by the SVP-SP or their designee prior to the expenditure occurring (See Form SP-EXP).



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- 6.2.1.1. Any asset purchased by the City must be surrendered to the City at the end of the Task Order or be purchased by the Contractor through a negotiated bill credit based on the depreciated or salvage value of the asset.
 - 6.2.1.2. The Contractor shall be charged for any asset purchased by the City that is not accounted for by the end of the Task Order.
- 6.2.2. All Travel Expenses must be approved by the SVP-SP or their designee prior to the travel taking place (see Form SP-TRV)
- 6.2.3. Authorizations for travel and travel-related mileage may be allowed for larger time periods for flexibility at the discretion of the SVP-SP or their designee.
- 6.3. Travel Expenses
 - 6.3.1. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses must be reasonable, appropriate, and necessary travel and business-related expenses that are incurred while carrying out official City business as it relates to the Contractor's contractual obligations and scope of work.
 - 6.3.2. The determination of necessity of travel, reasonableness of cost, appropriateness and the means of travel shall be at the sole discretion of the SVP-SP or their designee. The factors considered include but are not limited to economic factors and circumstances, business need for the travel, alternatives available to travel, advance notice, number of travel days requested, distance, hours of departure and arrival, and any other factors that are reasonable and relevant.
 - 6.3.3. Travel Authorizations shall identify all travel expenses anticipated for travel period, the duration of the trip, and the purpose and necessity of travel (See Form SP-TRV).
 - 6.3.4. Reimbursable Travel Expenses include:
 - 6.3.4.1. Airfare will be reimbursed at cost for Economy/Coach only. This includes any checked luggage fee. Convenience expenses such as seat or class upgrades, in-flight meals or refreshments, entertainment, Wi-Fi, etc. will not be reimbursed.
 - 6.3.4.2. Reasonable Travel Agency charges will be reimbursed at cost.
 - 6.3.4.3. Rental Vehicles will be reimbursed at cost for a standard class or smaller (or equivalent rate) and only when required for out-of-town personnel or out-of-town travel. Other Rental Vehicle upgrades or add-ons (satellite radio, prepaid fueling, insurance, etc.) are not reimbursed. Fuel for rental vehicles is reimbursed at cost with a receipt.



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- 6.3.4.4. Taxis, Ride Sharing, or other transportation costs are reimbursed at cost for the most economical class available. Upgrades such as limos, specialty class vehicles, private town cars, or premium ride shares (Uber/Lyft Black) will not be reimbursed. Reasonable tips for taxi/ride shares are reimbursed at cost.
- 6.3.4.5. Lodging is reimbursed at cost up to the current GSA lodging rate for the travel period, unless approved in advance by the SVP-SP or their designee. Other hotel convenience expenses such as room service, movie rentals, or other room charges are not reimbursable unless otherwise provided in this section.
- 6.3.4.6. Meals and incidental costs are reimbursed using the Meals and Incidental Expense per diem rates established by the current GSA rates for the travel period and destination.
 - 6.3.4.6.1. If approved in advance as part of the travel authorization, Meals may be approved at cost up to the GSA Per Diem rate. Actual cost reimbursement requires itemized receipts and will not be reimbursed without an itemized receipt.
 - 6.3.4.6.2. Alcohol and other prohibited items will not be reimbursed.
 - 6.3.4.6.3. Meal reimbursements are not allowed for Contractor's employees located in the Denver metropolitan area.
- 6.3.4.7. Travel related Parking is reimbursed at cost with an actualized receipt.
- 6.3.4.8. Mileage for a personal vehicle used to travel to the departing airport may be reimbursed at the current IRS rate.
- 6.4. Other Expenses
 - 6.4.1. Special expenses required for the furtherance of the Task Order that are not specifically defined in Section 6 may be allowed with advanced approval by the SVP-SP or their designee (see SP-EXP). Any expenses that are not specifically defined in Sec. 6 of this Exhibit must have prior approval regardless of anticipated cost.
 - 6.4.2. Parking expenses at DEN shall be reimbursed at cost with an actualized receipt.
 - 6.4.3. Specialty Printing will be reimbursed at cost with an actualized receipt.
 - 6.4.4. Permitting costs will be reimbursed at cost with a valid receipt or proof of payment from the City and County of Denver's Community Planning and Development.



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6.5. Non-Allowable Expenses

- 6.5.1. The City will not reimburse for relocation, equipment, express couriers, delivery, rentals, valet parking, alcohol, tolls, fines, penalties, late fees, laundry and dry cleaning, flight upgrades, flight change fees unless flight changes resulted from actions caused by DEN in its Contract Capacity but not those caused by DEN in its capacity as an airport operator, entertainment and social functions, overtime premiums, and other items as identified by the City.
- 6.5.2. If an expense is not explicitly included in this Agreement or Exhibit as an allowable expense, it is not an allowable expense.

7. Ownership of Plans and Documents

7.1. Plans and Documents

- 7.1.1. Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Contractor will not replicate or otherwise use the overall design of the Project for any other project. The Contractor may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Contractor and/or its subcontractor to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Contractor for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Contractor.
- 7.1.2. The City may grant the Contractor a nonexclusive license to use portions of the contents of the drawings, specifications, and other documents on other projects, except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 7.1.3. As provided in the Contract, Article 3, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Contractor and/or its subcontractors while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by



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operation of law, be works made for hire or be within the description of the contract, Article III, Contractor irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Contractor agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Contractor and between and/or its subcontractors will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

8. Summary of Contract Task Order Control

8.1. Changes to this Exhibit

- 8.1.1. All requirements in this Exhibit may be modified unilaterally by the SVP-SP or their designee to meet the specific needs of the Project. Any modifications to this exhibit must be documented in writing and distributed to the Contractor.
- 8.1.2. Any Forms referenced below are subject to change. Updated forms will be distributed to the Contractor.

8.2. Submittals Required After Task Order Request for Proposal

- 8.2.1. Unless specifically identified by the SVP-SP or their designee, the Contractor shall provide a proposal containing a narrative, work schedule, costs, staffing, anticipated expense budget, and other additional requirements as defined by the SVP-SP or their designee within fourteen (14) days after receipt of the Task Order Request for Proposal.

8.3. Submittals Required Prior to the Commencement of Work

- 8.3.1. Personnel Authorization Requests for any salaried personnel assigned to the Task that were not previously authorized to work on the Program.
- 8.3.2. Authorized Signers: List of the names and titles of Contractor staff that are authorized signers, which documents they can sign, and an electronic sample copy of their signature.

8.4. Monthly Submittals

- 8.4.1. The Contractor shall submit invoicing by the day of the month referenced above.

8.5. Order of Precedence

- 8.5.1. In the case of an irreconcilable conflict between a provision of this Exhibit and any other Contractual document, Contract Exhibit, or Task Order Document such that it is impossible to give effect to both, the order of precedence in Sec. 15 of the Agreement will determine which document shall control to resolve such conflict.



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9. Referenced Forms

| Form # | Name |
|-----------|---|
| Exhibit A | Scope of Work |
| Exhibit B | Staffing Exhibit |
| SP-ACL | Affidavit of Completion Letter |
| SP-ACT | Final Statement of Accounting |
| SP-CLS | New Job Title and Classification Rate |
| SP-EMP | Professional Employee Authorization Form |
| SP-EXP | Expense Approval Form |
| SP-TRV | Advance Travel Authorization Form and Worksheet |