

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 **GARVER, LLC**, an Arkansas limited liability company authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain professional airfield engineering services related to the design and construction of Taxiway EE; and

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

WHEREAS, Consultant’s proposal was selected for award of the DEN Taxiway EE Design Services contract; and

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

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

ARTICLE I. LINE OF AUTHORITY

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

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

A. Scope of Services. Consultant will provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) in accordance with schedules and budgets set by the City. The City shall issue a Notice to Proceed and Consultant will commence work as provided in the Notice to Proceed.

B. Standard of Performance.

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

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

3. The Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, and memoranda of policy furnished to it by the City.

4. If required by the City, Consultant shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. In accordance with the Scope of Work, Consultant will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-consultants.

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

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

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

C. Construction Administration. Consultant’s contract administration duties shall commence upon the earlier to occur of the following events: (a) the City’s execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City’s issuance of the notice to proceed to the contractor(s).

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

E. Subcontractors.

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

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

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

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

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

F. Personnel Assignments.

1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

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

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant or its subcontractor(s) is not acceptable or is no longer needed, the Project Manager shall notify

Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance.

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

ARTICLE III. OWNERSHIP AND DELIVERABLES

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

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire at 11:59 p.m. at the end of two (2) years and 248 days from the Notice to Proceed, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

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

C. Suspension and Termination.

1. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Consultant shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in

this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant.

2. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Consultant.

3. Termination for Cause. In the event Consultant 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 Consultant; or

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

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section B.2.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Article IV, Section B.2.a.

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

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

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

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

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

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

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Seven Million, Nine Hundred and Eleven Thousand, One Hundred and Seventeen Dollars and 52 Cents (\$7,911,117.52)** ("**Maximum Contract Amount**"). Consultant shall perform the services on the basis provided for in this Agreement up to the Maximum Contract Amount.

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

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

D. Basis for Consultant's Fee. Consultant shall be compensated for performance of the Work based on the time required by its professionals to complete the services as provided for in *Exhibit B*.

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

F.

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

Payment Ordinance.

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

G. Invoices. Unless another process is specified in Exhibit E to this Agreement, Consultant shall comply with this paragraph F. On or before the fifteenth (15th) day of each month, Consultant shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**") and including the information specified below. Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall:

1. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
2. Include a statement of recorded hours that are billed at an hourly rate;
3. Include the amount of the fee due to Consultant;
4. Include the relevant purchase order ("**PO**") number related to the Invoice;
5. 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;
6. 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;
7. Include the signature of an authorized officer of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct; and
8. Submit each Invoice via email to ContractAdminInvoices@flydenver.com within three (3) calendar days of the invoice date.

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

I. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final invoice resulting from a Suspension or Termination of this Agreement, where the SVP or his/her 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 Article VIII.

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

ARTICLE VI. DBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprises. Department of Transportation (DOT) 49 CFR Part 26 ("Part 26") applies to this Project and is incorporated into this agreement entered into by the City. It is the policy of DOT and the City and County of Denver to ensure non-discrimination in the award and administration of DOT-assisted contracts financed in whole or in part with Federal funds. Consequently, the Bidders must fully comply with the DBE requirements of Part 26 in bidding and performing hereunder.

Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each bidder must comply with the terms and conditions of the Part 26 in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder's failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid non-responsive and may constitute cause for rejection.

In accordance with the requirements of the Part 26, Consultant is committed to, at a minimum, meet the participation goal of twenty percent (20%) established for this Project utilizing properly certified DBE subcontractors and suppliers.

B. Prevailing Wage. Consultant shall comply with the Davis-Bacon Act as more fully provided for in Appendix 1. To the extent the Davis Bacon Act does not apply and the City's Prevailing Wage Ordinance, D.R.M.C. §§ 20-76 through 20-79, does apply, Consultant agrees to be bound by, all requirements, conditions, and City determinations regarding the payment of prevailing wages pursuant to the Prevailing Wage Ordinance.

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

D. Prompt Pay.

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

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

ARTICLE VII. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE IX. DISPUTES

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

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

Denver, Colorado 80249-6340

And by the City to:

Colin Bible
Garver, LLC
One Denver Technology Center
5251 DTC Parkway, Suite 420
Greenwood Village, CO 80111

2. Delivery of Formal Notices. Formal notices of termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for project-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 described in this Subsection E.2.

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

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

2. Consultant shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors except for claims of increased costs or time for performance resulting from delays associated with the design and construction of the Taxiway EE project. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

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

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

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

P. Information Furnished by the City. The City will furnish to Consultant

information concerning matters that may be necessary or useful in connection with the work to be performed by Consultant under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Consultant understands and acknowledges that the information provided by the City to Consultant may contain unintended inaccuracies. Consultant shall be responsible for the verification of the information provided to Consultant. Notwithstanding anything to the contrary herein, Consultant may use or rely upon the project design elements and information ordinarily or customarily relied upon during the course of Consultant's duties and furnished by the City or its separate design consultant.

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

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

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

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

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

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

ARTICLE XI. STANDARD CITY PROVISIONS

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

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identify, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Consultant further agrees to insert this provision in all subcontracts.

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

D. Colorado Open Records Act.

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

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

Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense,

loss, or costs arising out of Consultant's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

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

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

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

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

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

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

H. Conflict of Interest.

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

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

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

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

2. Consultant certifies that:

- a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
- b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

- d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 - f. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
3. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

ARTICLE XII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XIII. DEN SECURITY

A. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said

measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

ARTICLE XIV. FEDERAL RIGHTS

DEN shall obtain reimbursement from the FAA for all or part of the cost of the work under this Agreement and, accordingly, Contractor must comply with the requirements associated with federally-funded work. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

- Appendix 1: Federal Provisions
- Exhibit A: Scope of Work
- Exhibit B: Rates and Fee
- Exhibit C: Insurance Requirements
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Request for Qualifications and Consultant's Response

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

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

Exhibit F

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202055827-00
Contractor Name: GARVER, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202055827-00
GARVER, LLC

By:  _____
32EA1B42277E414...

Name: colin Bible
(please print)

Title: Senior Project Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX 1

FEDERAL CONTRACT PROVISIONS – PROFESSIONAL SERVICES

NOTE: As used below, the term "Contractor" shall include "Consultant" as defined in the Agreement, and the term "sponsor" shall mean and include the City.

During the term of this Agreement, Consultant for itself, its assignees, and successors in interest, shall comply with the following federal provisions:

A1 ACCESS TO RECORDS AND REPORTS

A1.3 Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: are as provided in the Contract's DBE requirement.

Goals for female participation in each trade: as provided in the Contract's DBE requirement.

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or

female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City and County of Denver, Colorado.

A3 BREACH OF CONTRACT TERMS

A3.3 Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS – GENERAL

A5.3.1 GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.3 Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.3 Contract Workhours and Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

A9.3 Copeland “Anti-Kickback” Act

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The

Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.3 Davis-Bacon Requirements

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate,

who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the

above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.3 Texting When Driving

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.3 Energy Conservation Requirements

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.3.1 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority

and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours

worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 Federal Fair Labor Standards Act (Federal Minimum Wage)

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.3 Lobbying and Influencing Federal Employees

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

A19.3 Prohibition of Segregated Facilities

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.3 Procurement of Recovered Materials

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A23 SEISMIC SAFETY

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.3 Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A26 TRADE RESTRICTION CERTIFICATION

A26.3 Trade Restriction Certification

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.3 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Taxiway EE Construction Phase Services at Denver International Airport. Improvements will consist primarily of Construction Phase Services related to the construction of a new concrete taxiway as shown in Exhibit A

- Safety Risk Management Panel (SRMP)
- Bidding Services
- Construction Phase Services
- On-Site Resident Project Representative Services
- Materials Testing Services
- Project Closeout Services

A.1 Safety Risk Management Panel (SRMP)

Faith Group, LLC as a subconsultant to Garver, will be responsible for facilitating and documenting a Safety Risk Management Panel (SRMP) Associated with the construction of the TW EE Improvements at Denver International Airport (DEN).

It is expected that SRMP will include, at a minimum, representatives for Airport operations, Aircraft Rescue and Firefighting (ARFF), public safety and security, airline representatives, Air Traffic Control Tower (ATCT), FAA facilities, and the FAA Regional Airport Districts Office (ADO).

A.2 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

A.3 Construction Administration and Management Services

During the construction phase of work, Garver will accomplish the tasks below.

A.3.1 Issued for Construction (IFC) Documents



Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

A.3.2 Construction Management Plan

Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

A.3.3 Submittals

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. It is anticipated that no more than 150 submittals will be reviewed.

A.3.4 Notice to Proceed & Preconstruction Meeting

Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction conference. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

A.3.5 Progress Meetings

As a minimum, Garver's Team will attend weekly on-site progress meetings with the Owner and Contractor. Additionally, Garver's Team will attend a Pre-Paving Meeting at the site for bituminous and concrete paving and attend the pre-work meetings for all major work items (ten (10) additional meetings anticipated). To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's construction manager shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

A.3.6 Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to



Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

A.3.7 RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. It is anticipated that no more than 120 RFIs will be reviewed.

A.3.8 Progress Payments

Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

A.3.9 Payroll Reviews

Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

A.3.10 DBE Compliance

Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

A.3.11 Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

A.3.12 Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

A.3.13 Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.



A.4 On-Site Resident Project Representative Services

Garver will provide full-time Resident Project Representative (RPR) services for the 586-calendar-day construction contract performance time. It is anticipated the Contractor will work 6 days per week on a regular, Monday through Saturday, 10-12 hours per day during the day shift. The Contractor is expected to perform certain activities at night, namely concrete pavement saw cutting. The inspection staff will be schedule adhering to the Contractor's work schedule, such that inspectors will work staggered shifts and days of the week to provide full coverage during all contractor working hours.

If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

Staff Identification and Responsibilities

1. The Construction Manager will facilitate all meetings, review overall schedule and progress of the work, review and negotiate all pay applications with the construction contractor, review and process all submittals and RFI's and be the pain point of contact for all field related items. Time allocated for this effort is an average of 24 hours per week.
2. The full time Lead Project Inspector (or Lead RPR) will be the on-site team leader for all field activities. The Lead Project Inspector will schedule and adjust all inspectors work hours in accordance to the Contractor work schedule and activities. The Lead Project Inspector will coordinate daily work activities with DEN Operations. The Lead Project Inspector will ensure all work inspected meets the project requirements, namely the Federal Aviation Authority (FAA) standards and regulations. The Lead Project Inspector is expected to work an average of 15 hours of overtime per week beyond the normal 40-hour work week.
3. The Senior Chief Inspector is budgeted to spend an average of 20 hours per week, with occasional overtime as needed, to facilitate attending the weekly OAC Meeting, supervising, communicating with and directing the inspection staff members assigned to this project. The Senior Chief will coordinate all project related issues with the DEN Project Management Team.
4. The Chief Inspector, serving as the deputy to the Sr. Chief Inspector is estimated to spend an average of 20 hours per week, with occasional overtime as needed, to facilitate attending the weekly OAC Meeting, supervising, communicating with and directing the inspection staff members assigned to the project. The Chief Inspector will also manage capturing and verifying all quantity information for completed work scope, to be used for validating the Contractor's monthly billing.
5. Three (3) full-time Civil Inspector (or RPR) is assigned to this project with the primary responsibility to ensure all civil work is carried out in conformance to the project contract documents. This Civil Inspector will work in staggered work week and staggered work hours (with others) to provide coverage during all contractor working hours. Given experience on similar projects, this Civil Inspectors are expected to work an average of 15 hours of overtime per week beyond the standard 40-hour work week.



6. One (1) part-time Night Inspector (or RPR) is assigned to this project to oversee night work activities as scheduled. Night work activities may include, but are not limited to, applying curing agent and green saw cutting freshly placed concrete pavement. Given experience on similar projects, this Night Inspector is expected to work an average of 20 hours per week.
7. Two (2) full-time electrical inspectors (or RPR) are assigned to this project to oversee the airfield electrical upgrade. The scope of work will include, but is not limited to, replacing existing airfield lighting fixtures to Light Emitting Diode (LED) fixtures, new lighting transformers, new cabling, new guidance signs, new home run cable to the Whiskey Charlie (WC) Airfield Lighting Vault. The electrical inspectors are tasked to ensure all work scope meet or exceed the Contract requirements. These 2 inspectors will work staggered shifts and staggered days to provide full coverage during the Contractor work hours. Given the extensive work scope and compressed contract duration, it is expected the electrical inspectors will work an average of 15 hours of overtime per week beyond the standard 40-hour work week.
8. The Administrative Support staff will provide support to all assigned inspectors and staff will be responsible to provide all document control, receive and distribution of submittals, RFIs schedules, pay applications and other construction related items, meeting agenda and agenda as well as all other related support. Time allocation is 40 hours per week.
9. The Cost Estimator will analyze CCR's, CD's and CN's for consistency with terms and conditions and negotiate changes and adjustments for new and changed scopes of work. Prepare cost analyses of contractor claims for compensation for delays and disputed additional work. Analyze request for material substitutions as related to cost impacts.
10. The Project Scheduler analyzes contractor schedules for accuracy, rationality and compliance with contract documents. Analyze CCR's, CD's and CN's, as related to time-impact for consistency with terms and conditions and negotiate changes and adjustments to schedules. Prepares CPM Schedule analysis of contractor claims for compensation for delays and disputed additional work.
11. The Materials Documentation Manager (MDM) will review the civil and structural specifications for material properties and products to be incorporated into the project. Related Submittals are reviewed for conformance to the project specifications and the industry standards referenced in the project Specifications. Contractor QC Plans, MTA Submittals and the QC Inspection and Testing Matrix Submittals are also reviewed for conformance with the specifications. The Contractor's weekly QC Testing and Inspection Report Submittals are reviewed for conformance and deficiency issues are identified and communicated for follow-up. QA Material Testing reports and results are reviewed for compliance, with an emphasis on Special Inspection acceptance test results. Any testing anomalies or deficiency issues are immediately reported by the MDM to the DEN PM, Engineer, and Inspectors working on the project. The estimated manhours for the MDM averages 20 hours per month reflecting the level of special inspection testing.
12. The BIM Coordinator will upload all of the information required to support Inspectors in the field to the BIM 360 Field document files from Unifier. Time allocated for this effort is an average of 10 hours per month.



13. The role of BIM Manager will assist in scheduling and managing staff assigned to perform QA tasks on the project. The BIM Manager will solicit feedback and resolve/integrate enhancements to current workflows specific to project needs and develop and provide tools so Inspectors are meeting the requirements and reporting capabilities. Furthermore, the BIM Manager will also define QA content requirements as well as DEN asset tagging requirements. Time allocated for this effort is an average of 10 hours per month.

A.4.1 Proposed Staff Assigned to Project

	Staff Member	Project Role	Project Duties	Schedule Restrictions (Assumed 87 Weeks)
1	Colin Bible	Project/Construction Manager	Project management and staff coordination	Part time – 24 hours per week
2	Mike Mowen	Lead Project Inspector	Provide leadership to other civil inspectors and coordinate with Contractor and DEN Operations on daily work activities.	Full time for duration of project – 55 hours per week
3	Rex Rice	Senior Chief Inspector	Overall field staff management	Part time – 20 hours per week
4	Robert Grubb	Chief Inspector	Field staff management and contract quantity measurement	Part time – 20 hours per week.
5	Petey Chambless	Civil Asphalt/concrete Inspector	Inspect all civil work items to ensure compliance with contractual requirements.	Full time for duration of project – 55 hours per week
6	Kathleen Meyer	Civil Asphalt/concrete Inspector	Inspect all civil work items to ensure compliance with contractual requirements.	Full time for duration of project – 44 hours per week
7	Billy Yates	Civil Asphalt/concrete Inspector	Inspect all civil work items to ensure compliance with contractual requirements.	Full time for duration of project – 55 hours per week
8	Gregg Parrott	Night Civil Asphalt/concrete Inspector	Inspect all civil work items to ensure compliance with contractual requirements.	Part time for duration of project – 20 hours per week or as needed
9	Mike Siedelmann	Electrical Inspector	Inspect all electrical work items to ensure compliance with contractual requirements.	Full time for duration of project – 55 hours per week
10	Jacqueline Meyer	Electrical Inspector	Inspect all electrical work items to ensure compliance with contractual requirements.	Full time for duration of project – 55 hours per week



11	Lynn Walker	Admin Support	CM Staff Support	Full time -40 hours per week.
12	Stuart Hoevelman	Cost Estimator	Analyze and negotiate changes with cost impact	Part-time – average 9.5 hours per week
13	Meline Melo Gutierrez	Project Scheduler	Analyze and negotiate changes with time impact	Part-time – average 10 hours per week
14	Kyle Bennett	Material Documentation Manager	Review QC & QA material testing reports	Part time – 5 hours per week
15	Devon Hackwell	BIM Coordinator	BIM Documentation	Part time – 9.5 hours per month
16	Mark Hughes	BIM Manager	BIM and Asset Tagging Manager	Part time – 10 hours per month

During the construction period, Garver's Proposed Staff will provide or accomplish the following:

1. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
2. As necessary, conduct safety meetings with the Contractor.
3. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
4. Perform intermediate inspections in advance of the final inspection.
5. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
6. In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
7. Administer the "Construction Management Plan" prepared by Garver.
8. Monitor the contractor's conformance to the approved construction safety and phasing plan.
9. Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the



discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

A.5 Materials Testing Services

Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

A.6 Project Closeout Services

At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 45 days of the final payment to the Contractor. Garver will also provide updated electronic (.pdf) format and AutoCAD Civil 3D electronic (.dwg) format for submission to the FAA for ALD updates.

A.7 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
 - a. Three hard copies to the Contractor
 - b. One copy to the FAA
2. Construction Management Plan to the Owner and FAA
3. Approved submittals to the Contractor.
4. Record Plans and Specifications to the Owner and FAA.
 - a. One hard copy to the Owner.
5. Other electronic files as requested.

A.8 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. Pavement Design beyond that furnished in the Geotechnical Report and As-Bid Construction Documents.
4. Design of any utility relocation.
5. Engineering, architectural, or other professional services beyond those listed herein.
6. Retaining walls or other significant structural design.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to CDPHE.
8. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
9. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
10. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
11. Construction Layout or Surveying Support Services.



A.9 Schedule

Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



EXHIBIT B**Appendix B****Denver International Airport
Taxiway EE - Construction Phase Services****FEE SUMMARY**

Title I Service	Estimated Fees
Bidding Services	\$ 62,902.36
Safety Risk Management Panel (SRPM)	\$ 36,138.99
Subtotal for Title I Service	\$ 99,041.35
Title II Service	Estimated Fees
Construction Administration and Management	\$ 1,127,028.14
Construction Observation	\$ 5,828,959.63
Construction Materials Testing	\$ 578,917.47
Close Out Services	\$ 277,170.93
Subtotal for Title II Service	\$ 7,812,076.17
Total All Services	\$ 7,911,117.52

Appendix B

Denver International Airport Taxiway EE - Construction Phase Services

BIDDING SERVICES

	Colin Bible	Gail Hacker
WORK TASK DESCRIPTION	Sr. Project Manager	Administrative Support
	\$257.57	\$66.12
	hr	hr
1. Project Management		
Administration and Coordination	16	32
Weekly Design Progress Meetings (10 hrs/week @ 14 weeks)	140	
Negotiations/Change Order Resolution with Contractor	80	
Subtotal - Project Management	236	32

Hours	236	32
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Salary Costs	\$60,786.52	\$2,115.84
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SUBTOTAL - SALARIES:		\$62,902.36
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$0.00
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SUBTOTAL:		\$62,902.36
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SUBCONSULTANTS FEE:		\$0.00
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TOTAL FEE:		\$62,902.36
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Appendix B

Denver International Airport Taxiway EE - Construction Phase Services

SAFETY RISK MANAGEMENT PANEL (SRMP)

	Colin Bible	Gail Hacker
WORK TASK DESCRIPTION	Sr. Project Manager	Administrative Support
	\$257.57	\$66.12
	hr	hr
1. Project Management		
Task 1 - Initial Planning	1	
Task 2 - Prepare Invitation	1	
Task 3 - Pre-SRMP Coordination	8	
Task 4 - Conduct SRMP (includes three full days on site)	24	
Task 5 - Prepare draft docs	4	
Task 6 - Finalize Report	1	
Subtotal - Project Management	39	0

Hours	39	0
Salary Costs	\$10,045.23	\$0.00
SUBTOTAL - SALARIES:		\$10,045.23
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$0.00
SUBTOTAL:		\$10,045.23
SUBCONSULTANTS FEE:		\$26,093.76
TOTAL FEE:		\$36,138.99

Appendix B

Denver International Airport Taxiway EE - Construction Phase Services

CONSTRUCTION ADMINISTRATION AND MANAGEMENT

	Colin Bible	Kyle Bennett	Gail Hacker
WORK TASK DESCRIPTION	Sr. Project Manager	Project Manager	Administrative Support
	\$257.57	\$157.04	\$66.12
	hr	hr	hr
1. Project Management			
Project Construction Management (24 hrs/week)	2088		
Administration and Coordination (8 hrs/week)	261	696	522
Construction Management Plan	24	60	
Subtotal - Project Management	2373	756	522

Hours	2373	756	522
Salary Costs	\$611,213.61	\$118,722.24	\$34,514.64

SUBTOTAL - SALARIES: \$764,450.49

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00

SUBTOTAL: \$764,450.49

SUBCONSULTANTS FEE (Jviation): \$362,577.65

SUBCONSULTANTS FEE (Shrewsberry): \$22,090.17

SUBCONSULTANTS FEE (KDG Engineering, LLC): \$14,929.00

TOTAL FEE: \$1,127,028.14

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Construction Observation Services			2021/2022 Billable Rate	2021/2022 Manhours	2023 Billable Rate	2023 Manhours	Total Cost
Mike Mowen	Project/Construction Manager	Regular	\$131.00	2160	\$135.59	1,400	\$ 472,786.00
		Overtime	\$156.22	780	\$161.69	525	\$ 206,738.85
Rex Rice	Senior Chief Inspector	Regular	\$172.18	1004	178.21	668	\$ 291,910.53
		Overtime	\$258.26	52	267.30	32	\$ 21,983.09
Robert Grubb	Chief Inspector	Regular	128.50	1004	132.99	668	\$ 217,852.16
		Overtime	192.75	52	199.49	32	\$ 16,406.57
Petey Chambless	Civil Asphalt/Concrete Inspector	Regular	167.68	2104	173.55	1,400	\$ 595,767.04
		Overtime	209.60	780	216.94	525	\$ 277,379.40
Kathleen Meyer	Civil Inspector	Regular	99.96	2104	103.45	1,400	\$ 355,141.34
		Overtime	149.93	208	155.18	140	\$ 52,911.36
Billy Yates	Civil Inspector	Regular	158.69	2104	164.24	1,400	\$ 563,825.57
		Overtime	198.36	780	205.31	525	\$ 262,507.97
Gregg Parrott	Night Civil Asphalt/Concrete Inspector	Regular	\$91.41	1040	94.61	700	\$ 161,293.40
Mike Siedelmann	Electrical Inspector	Regular	\$107.13	2104	110.88	1,400	\$ 380,633.52
		Overtime	\$127.75	780	132.22	525	\$ 169,060.50
Jacqueline Meyer	Electrical Inspector	Regular	\$108.43	2104	112.22	1,400	\$ 385,244.72
		Overtime	\$129.30	780	133.82	525	\$ 171,109.50
Lynn Walker	Contract Administrator	Regular	99.47	2112	102.95	1,400	\$ 354,195.67
Stuart Hoelman	Cost Estimator	Regular	155.54	494	160.98	333	\$ 130,364.37
Melina Melo Gutierrez	Scheduler	Regular	144.63	567	149.69	362	\$ 136,193.73
Kyle Bennett	Material Documentation Manager	Regular	157.04	270	162.54	175	\$ 70,844.67
Devon Hackwell	BIM Coordinator	Regular	\$103.62	140	107.25	88	\$ 23,890.89
Mark Hughes	BIM Manager	Regular	\$243.74	140	252.27	88	\$ 56,197.30

15,709.50 \$ 5,374,238.14

TOTAL LABOR COST \$ 5,374,238.14

Expenses			Qty	Rate	Total Cost
Apple Ipad	W/accessories (covers, keypads, internet wifi, and Apple Care)	Ea	2	1,500.00	\$ 3,000.00
Vehicles	two (2) @ 20 months each - Standard pick w/lightbars, radio mounts, gas, maintenance, and insurance	Months	40	2,374.85	\$ 94,994.13
Hand Held Radio	UHF/Op's	Ea	2	1,319.54	\$ 2,639.09
Badging		Ea	4	50.00	\$ 200.00
PPE	safety vest, glasses, hard hat, gloves, COVID masks/shield, ear plugs	Ea	2	108.00	\$ 216.00
Apple Ipad	W/accessories (covers, keypads, internet wifi, and Apple Care)	Ea	4	1,500.00	\$ 6,000.00
Vehicles	four (4) @ 20 months each - Standard pick w/lightbars, radio mounts, gas, maintenance, and insurance	Months	80	2,374.85	\$ 189,988.27
Hand Held Radio	UHF/Op's	Ea	4	1,319.54	\$ 5,278.18
Badging		Ea	8	50.00	\$ 400.00
PPE	safety vest, glasses, hard hat, gloves, COVID masks/shield, ear plugs	Ea	4	108.00	\$ 432.00
Apple Ipad	W/accessories (covers, keypads, internet wifi, and Apple Care)	Ea	3	1,500.00	\$ 4,500.00
Vehicles	three (3) @ 20 months each - Standard pick w/lightbars, radio mounts, gas, maintenance, and insurance	Months	60	2,374.85	\$ 142,491.20
Hand Held Radio	UHF/Op's	Ea	3	1,319.54	\$ 3,958.63
Badging		Ea	6	50.00	\$ 300.00
PPE	safety vest, glasses, hard hat, gloves, COVID masks/shield, ear plugs	Ea	3	108.00	\$ 324.00

\$ 454,721.50

TOTAL PROPOSED COST \$ 5,828,959.63

Appendix B

Denver International Airport Taxiway EE - Construction Phase Services

CONSTRUCTION MATERIALS TESTING

	Colin Bible	Gail Hacker
WORK TASK DESCRIPTION	Sr. Project Manager	Administrative Support
	\$257.57	\$66.12
	hr	hr
1. Project Management		
Administration and Coordination	87	174
Subtotal - Project Management	87	174

Hours	87	174
Salary Costs	\$22,408.59	\$11,504.88
SUBTOTAL - SALARIES:		\$33,913.47
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$0.00
SUBTOTAL:		\$33,913.47
SUBCONSULTANTS FEE:		\$545,004.00
TOTAL FEE:		\$578,917.47

Appendix B

Denver International Airport Taxiway EE - Construction Phase Services

CLOSE OUT SERVICES

	Colin Bible	Kyle Bennett	Gail Hacker
WORK TASK DESCRIPTION	Sr. Project Manager	Project Manager	Administrative Support
	\$257.57	\$157.04	\$66.12
	hr	hr	hr
1. Project Management			
Project / Subconsultant Management	48		
Administration and Coordination (8 hrs/week)	96	96	48
Final Project Inspection	4	6	
Review and submit final construction pay application	1	4	
Submit Summary of Project Costs	1	4	
Project Final Acceptance	1	4	6
Assemble Post Construction Photographs		1	4
Submit Final Testing and Quality Control Report		2	6
Submit Final Construction Report (FAA Form 5110-17)	1	4	
Submit Record Drawings to City and County of Denver and FAA	1	4	8
Submit Approved material submittals to City and County of Denver		4	10
Subtotal - Project Management	153	129	82

Hours	153	129	82
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Salary Costs	\$39,408.21	\$20,258.16	\$5,421.84
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SUBTOTAL - SALARIES:	\$65,088.21
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$0.00
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SUBTOTAL:	\$65,088.21
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SUBCONSULTANTS FEE:	\$212,082.72
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TOTAL FEE:	\$277,170.93
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Close Out Services				Billable Rate	Manhours	Total Cost
Mike Mowen	Project/Construction Manager	Regular		135.59	320	\$ 43,388.80
		Overtime		161.69	0	\$ -
Rex Rice	Senior Chief Inspector	Regular		178.21	320	\$ 57,026.02
		Overtime		267.30	0	\$ -
Robert Grubb	Chief Inspector	Regular		132.99	320	\$ 42,558.38
		Overtime		199.49	0	\$ -
Petey Chambless	Civil Asphalt/Concrete Inspector	Regular		162.02	0	\$ -
		Overtime		202.52	0	\$ -
Kathleen Meyer	Civil Inspector	Regular		103.45	0	\$ -
		Overtime		155.18	0	\$ -
Billy Yates	Civil Inspector	Regular		162.02	0	\$ -
		Overtime		202.52	0	\$ -
Gregg Parrott	Night Civil Asphalt/Concrete Inspector	Regular		94.61	0	\$ -
Mike Siedelmann	Electrical Inspector	Regular		110.88	0	\$ -
		Overtime		132.22	0	\$ -
Jacqueline Meyer	Electrical Inspector	Regular		112.22	0	\$ -
		Overtime		133.82	0	\$ -
Lynn Walker	Contract Administrator	Regular		102.95	220	\$ 22,648.23
Stuart Hoelman	Cost Estimator	Regular		160.98	0	\$ -
Melina Melo Gutierrez	Scheduler	Regular		149.69	120	\$ 17,963.05
Kyle Bennett	Material Documentation Manager	Regular		153.80	0	\$ -
Devon Hackwell	BIM Coordinator	Regular		107.25	0	\$ -
Mark Hughes	BIM Coordinator	Regular		252.27	0	\$ -
-						\$ -
TOTAL LABOR COST						\$ 183,584.48

Expenses			Qty	Rate	Total Cost
Vehicles	one (1) @ 4 months each - Standard pick w/lightbars, radio mounts, gas, maintenance, and insurance	Months	4	2,374.85	\$ 9,499.41
Vehicles	two (2) @ 4 months each - Standard pick w/lightbars, radio mounts, gas, maintenance, and insurance	Months	8	2,374.85	\$ 18,998.83
-					\$ -
TOTAL PROPOSED COST					\$ 212,082.72

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECT

1. General Information

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. Certain trade contractors and subcontractors are ineligible for this program; see Excluded Parties under the definitions Section 7 for a general list of excluded parties. Insurance requirements are determined based on the scope of work.

1.2 ROCIP Manuals

Below are links to access the current reference manuals related to DEN ROCIP III. These manuals are part of the Contract Documents.

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Safety Manual](#)

[DEN ROCIP III Claims Guide](#)

2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)

Contractor and subcontractors of any tier shall require all Excluded Parties, as defined in Section 7 or confirmed as excluded by DEN, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement and such insurance shall include the minimum defined coverages and be evidenced to DEN as required in this Section 2.

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

2.3 Coverage and Limits

2.3.1 Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 annual aggregate.

2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 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.

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

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

2.3.3 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 \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.5 Contractor's Pollution Legal Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.

2.3.5.1 Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill.

2.3.6.2 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.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

If Contractor desires to use drones in any aspect of its work on DEN premises, the following requirements must be met prior to commencing any drone operations:

- 2.3.7.1 Express written permission must be granted by DEN.
- 2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.7.3 Drone equipment must be properly registered with the FAA.
- 2.3.7.4 Drone operator(s) must be properly licensed by the FAA.
- 2.3.7.5 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 each occurrence for bodily injury and property damage.

2.3.8 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.

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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.

2.6 Waiver of Subrogation

For all coverages required under this Agreement, 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.

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or it is insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse

in coverage and provide an updated Certificate of Insurance to DEN.

2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 2.8.2 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.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.8.5 The insurance protections available to DEN under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.8.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 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.
- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN 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 DEN may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i) Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices

Contractor shall exclude from Contractor's cost of work and ensure that each subcontractor of any tier exclude from their cost of work, normal costs for insurance for those coverages provided under the DEN ROCIP. As part of the enrollment process, Contractor and subcontractors shall provide policy declaration rate pages and deductible endorsements on the General Liability, Workers' Compensation, and Excess Liability policies as required in the DEN ROCIP Insurance Manual. The calculation of these costs will be determined by the ROCIP Program Administrator. The costs of DEN ROCIP coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded programs. Change orders shall also exclude the cost of ROCIP coverage.

Pre-employment substance abuse testing costs will be covered by DEN and should be removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

3.4 Insurance Premiums

DEN will pay the insurance premiums for the DEN ROCIP insurance policies. DEN is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to DEN the right to receive all such adjustments and will require that each subcontractor of any tier assign to DEN all such adjustments. The Contractor and the subcontractors who are Enrolled Parties shall execute such further documentation as may be required by DEN to accomplish this assignment.

3.5 Off Site Operations Coverage Under ROCIP

The DEN ROCIP will provide certain insurance coverage for DEN, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by DEN and when all operations at such site are identified and solely dedicated to the Project. Contractors and subcontractors are responsible to notify the DEN ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the off-site location unless confirmed in writing by the DEN ROCIP Administrator.

3.6 DEN ROCIP Insurance Manual

As soon as practicable, the DEN ROCIP Insurance Manual will be sent to each Enrolled Party and will become a part of the Contract and Contractor's Subcontract with its subcontractor and its subcontractors' agreements with any lower-tier subcontractor. The DEN ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its

subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

Unless otherwise provided herein, prior to commencement of the Work, DEN, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring DEN, Enrolled Parties and such other persons or interests as DEN may designate with limits not less than those specified below for each coverage.

3.8.1.1 Workers' Compensation & Employer's Liability – On Site Only

DEN shall maintain the coverage as required by statute for the Project Site and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

3.8.1.2 Commercial General Liability – On Site Only

DEN shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

3.8.1.3 Excess Liability Insurance

DEN shall maintain coverage following form with underlying policies of Commercial General Liability and Employer's Liability in minimum limits as listed

below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate (Per Project)	\$200,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

DEN, in its sole discretion, may elect to provide higher limits, based on Project size. Excess Liability limits are shared by all Insured parties.

3.8.1.4 Contractor's Pollution Liability

DEN shall maintain coverage for bodily injury, property damage, or environmental damage caused by a pollution event resulting from covered operations, including completed operations, at the Project Site with a limit no less than \$10,000,000 each occurrence and aggregate. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure. Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$500,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portions of the Work stored off site, and also portions of the Work in transit.

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect,

architect's consultants, separate contractors, and their subcontractors of any tier, and all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program with the exception of Workers' Compensation and Excess Liability, up to a maximum of \$25,000 each loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, each loss, through to any responsible subcontractor.

3.9 Other Insurance Provided By Enrolled Parties

At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits and such insurance shall be evidenced to DEN and the DEN ROCIP Administrator as required in this Section 3.9.

3.9.1 Certificate Holder

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

and

CITY AND COUNTY OF DENVER
Department of Aviation
c/o Arthur J. Gallagher RMS, Inc.
12444 Powerscourt Drive
St. Louis, MO 63131
Attn: Gallagher OCIP Group

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not

physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

3.9.3.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

3.9.4 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.

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

3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

Contractor shall maintain the coverage as required by statute for performance of Work outside the Project Site under the Contract and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000

each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill.
- 3.9.7.2 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.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.8 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.

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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.

3.9.11 Waiver of Subrogation

For all coverages required under this Agreement, 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.

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

- 3.9.12.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 3.9.12.2 Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall

be sent ten (10) days prior.

- 3.9.12.3 If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 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.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 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.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by

- DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

Contractor warrants that all information submitted to DEN or the DEN ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify DEN or the DEN ROCIP Administrator immediately in writing of any errors discovered during the performance of the Work.

4.2 Contractor Responsible to Review Coverage

Contractor acknowledges that all references to DEN ROCIP policy terms, conditions, and limits of liability in this document, as well as the DEN ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors of any tier are responsible for conducting their own independent review and analysis of the DEN ROCIP insurance policies in formulating any opinion or belief as to the applicability of such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above, which the Contractor requires for its own protection or on account of statute, shall be its own responsibility and at its own expense.

4.3 Audit

Contractor agrees to make its records available for review and to cooperate with DEN, its insurers and insurance brokers, the City Auditor, and representatives of the aforesaid parties in the event of an audit. In the event that a DEN audit of Contractor's records, as permitted in the Contract or other DEN ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to DEN or the DEN ROCIP Administrator, or reveals inclusion of costs for DEN ROCIP coverage or other coverage beyond what is described above in any payment for the Work, DEN will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

4.4 Insurance Costs Removed

Contractor warrants that the costs for insurance as provided under the DEN ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

Contractor shall furnish each bidding subcontractor, vendor, supplier, material dealer or other party a copy of this Exhibit, the DEN ROCIP Insurance Manual and the DEN ROCIP Safety Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

5.2 Timely Enrollment Required

Contractor shall enroll in the DEN ROCIP within five (5) business days following a request by DEN or the DEN ROCIP Administrator. Contractor shall notify each subcontractor of the process for enrolling in DEN ROCIP and confirm that enrollment is mandatory, but not automatic. Contractor shall assure that subcontractors of any tier shall not commence Work until verification of enrollment is confirmed by the DEN ROCIP Administrator by the issuance of a Certificate of Insurance to each individual Enrolled Party.

5.3 Compliance with Conditions

Contractor shall not violate any condition of the policies of insurance provided by DEN under the terms of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each subcontractor of any tier.

5.4 Claims Cooperation

Contractor shall participate in claim reporting procedures. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with DEN's insurer(s) in all claims and demands which DEN's insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its subcontractors of any tier comply with any request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

5.5 Monthly Payroll Submission

All Enrolled Parties shall submit monthly payrolls and worker-hour reports to DEN and/or the DEN ROCIP Administrator via the DEN ROCIP Administrator's online reporting system as outlined in the DEN ROCIP Insurance Manual. The online reporting instructions will be provided to all Contractors at time of enrollment. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted online for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For subcontractors of any tier performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

5.6 Response to Information Requests

All insurance underwriting, payroll, rating or loss history information requested by DEN or the DEN ROCIP Administrator shall be provided by the Contractor within three (3) business days of request. Contractor agrees (and will require each subcontractor to agree) that DEN, DEN's insurers or its representative may audit the Contractor's records or records of subcontractors of any tier to confirm the accuracy of all insurance information provided including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor and subcontractors of any tier shall cooperate with DEN, the DEN ROCIP Administrator and DEN's insurers.

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety

programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

6. Notices and Costs

6.1 Limitations on DEN Provided Coverage and DEN Right to Purchase Other Coverage

DEN assumes no obligations to provide insurance other than that evidenced by the policies referred to in Section 3.8. DEN, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Section 3.8 and the costs of such insurance shall be paid by DEN. Apart from the DEN ROCIP, DEN may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

6.2 Contractors Responsible for Own Equipment

Contractor and subcontractors are solely responsible for loss or damage of all construction tools and other equipment whether owned, leased, rented, borrowed or used on Work at the Project Site. If an individual Enrolled Party purchases insurance on their tools and equipment, such insurance shall contain a waiver of subrogation in favor of the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and all other Enrolled Parties. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and other Enrolled Parties for loss or damage to its tools and equipment.

6.3 No Release; No Waiver of Immunity

The provision of the DEN ROCIP shall in no way be interpreted as relieving Contractor or subcontractors of any tier of any responsibility or liability under the Contract Documents, the DEN ROCIP insurance policies or applicable laws including, without limitation, Contractor's and subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City and County of Denver, its elected and appointed officials, agents, employees and volunteers are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DEN, its officers, officials and employees.

6.4 DEN Right to Withhold Payments

In addition to any other rights of withholding that DEN may have under the Contract Documents, DEN has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any subcontractor to comply with the requirements of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. DEN may withhold from any payment owing to Contractor the costs of DEN ROCIP coverages if included in a request for payment. Such withholding by DEN shall not be deemed to be a default under the Contract. DEN shall withhold from Contractor the costs of DEN ROCIP coverages attributable to an increase in an Enrolled Party's total payroll for the Work over the amount

reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

Without limitation upon any of DEN’s other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

6.6 Off Site Storage

Unless otherwise provided in the Contract Documents, the property insurance provided by DEN shall not cover portions of the Work stored off the Site without written approval of DEN. Contractor shall be responsible for reporting such property or work if ownership has been transferred to DEN. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

6.7 Partial Occupancy

Partial occupancy or use shall not commence until DEN insurer(s) providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. DEN and the Contractor shall take reasonable steps to obtain consent of the insurer(s) and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

6.8 DEN Right to Exclude Parties from the DEN ROCIP

DEN reserves the right to exclude any subcontractor from the DEN ROCIP, before or after enrollment by the subcontractor. If DEN elects to exclude a subcontractor from the DEN ROCIP, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor’s Subcontract Agreement are provided to DEN or the DEN ROCIP Administrator before the subcontractor can begin or resume Work on the Project.

6.9 DEN’s Right to Modify or Discontinue DEN ROCIP Coverages

If DEN determines that modification or discontinuation of the DEN ROCIP is in the best interest of DEN, the Contractor and subcontractor will receive sixty (60) days advance written notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the DEN ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any subcontractor to comply with the requirements of the Contract Documents, the DEN ROCIP Insurance Manual or DEN ROCIP Safety Manual, the costs of such replacement insurance shall be deemed a cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer(s) issuing such replacement coverage shall be subject to DEN’s prior written approval.

7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage “Provided by Enrolled Parties”
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- DEN: City and County of Denver and Denver International Airport
- Contract: The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.
- Contractor Insurance Cost: The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
- Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
- Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
- Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
- Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:
- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility
- Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.
- Hazardous materials remediation, removal, or transportation companies and their consultants
 - Architects, engineers, surveyors and their consultants
 - Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
 - Contractors, subcontractors and subconsultants who do not work at a Project Site

- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party

Exception: The ROCIP Insurer typically will accept including employees working for a contractor, or employed by temporary staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

Insured:
(liability policies) DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.

Insurers: Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.

Net Bid: Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.

ROCIP Administrator: The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.

ROCIP Insurance Manual: A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.

ROCIP Safety Manual: A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.

Off Site Work: Work performed away from the Project Site.

Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.

Policy Owner: City and County of Denver and Denver International Airport

Project: The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

Project Site: Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.

Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.

Subcontract: The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.

Subcontractor: Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.

Work: Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

Exhibit E

ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

1 INTRODUCTION

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

2 WORK SCHEDULE

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

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for the Work for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform the Work.
 - 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been

prepared, submitted, and reviewed or completed. This alternative is acceptable for Work that has a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for the Work showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.

- 3.1.3 Submittal Status: Progress payments will be made after any required submittals have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 The City will provide the Consultant with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is expressly stated in the Agreement. The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.2 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier.
- 4.3 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.4 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.5 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 4.5.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement

- 4.5.2 Signed subconsultant agreement(s)
 - 4.5.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.5.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.5.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.6 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.7 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.8 Textura®: The Consultant recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Consultant during contract negotiations. Consultant will pay the Textura fee along with any applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within seven (7) days after Issuance of the Notice to Proceed or a Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe the completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected budget or schedule completion variances.

- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

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

unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

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

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

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 9.1 DEN Project Manager Discretion
 - 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
 - 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
 - 9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
 - 9.2.4 Work Schedule.
- 9.3 Monthly Submittals
- 9.3.1 The Consultant shall submit the Monthly Progress Report.
 - 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 9.4 Submittals Required - After Task Order Request for Proposal
- 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
 - 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
 - 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
 - 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
 - 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Consultant and the City, and other entities with participation in the services shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order or a Notice to Proceed, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN

records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

11 REFERENCED FORMS

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

END OF EXHIBIT



EXHIBIT F

REQUEST FOR QUALIFICATIONS

DEN TAXIWAY EE DESIGN SERVICES

NO. 202055827

November 5, 2020

REQUEST FOR QUALIFICATIONS (RFQ)

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

Contract Administrator (CA): Tony Deconinck
 E-Mail: contract.procurement@flydenver.com

Request for Qualifications # 202055827

QUALIFICATIONS MUST BE RECEIVED BY: December 3, 2020, by 2:00 p.m.

Schedule of Activities:

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

Event	Date
RFQ Advertisement	November 5, 2020
Pre-Submittal Conference	November 13, 2020, 10:00 AM
Last Date to Submit Written Questions	November 20, 2020, 2:00 PM
Submittal Due Date	December 3, 2020, 2:00 PM

Pre-Submittal Conference – OPTIONAL

An optional Pre-Bid Conference will be held virtually via a Microsoft Teams Meeting at 10:00 AM LOCAL TIME on November 13, 2020. Please click on the following link to access the meeting.

**** [Pre-Proposal Teams Live Event Link](#) ****

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

RFQ Questions

DEN will not answer any telephone inquiries about this IFB. Written questions are due by 2:00 PM LOCAL TIME on November 20, 2020, and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions:

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

Submittal Location

The submittal shall be prepared in accordance with the Instructions to Submitters as described in Section IV of this RFQ. Submitters shall upload their Bid and all required forms via DEN's Rocky Mountain E-Purchasing System's (BidNet's) website:

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

Disadvantaged Business Enterprise Participation

The Director of the Division of Small Business Opportunity has the authority to establish a project goal for federally funded expenditures contracted by the City and County of Denver. The specific goal for this project is:

20% Disadvantaged Business Enterprise (DBE) Participation Goal

Project goals must be met with certified participants as set forth in 49 CFR Part 26. A draft utilization plan is a required submittal as part of the response to this RFQ and it will be scored. DSBO's approval of the utilization plan will be required prior to receiving an executed contract or notice to proceed.

Description

This project is to select a professional airfield engineering services consultant to perform preliminary and final design services, surveying, testing, bidding services, and construction administration services for the design and construction of Taxiway (TW) EE at Denver International Airport (DEN). The project will construct a new TW EE connecting TW L to TW P7.

SUBMITTAL REQUIREMENTS

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

- Qualifications Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV, including a DBE Utilization Plan

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

- DSBO Forms
 - Commitment to DBE Participation
 - List of Proposed Subcontractors, Subconsultants & Suppliers (1B)

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

REQUEST FOR QUALIFICATIONS

NO. 202055827

DEN TAXIWAY EE DESIGN SERVICES

REQUEST FOR QUALIFICATIONS (RFQ) 1

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

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

II. SCOPE OF WORK

The consultant will provide the required professional services to design the construction of Taxiway (TW) EE. See attached drawings/exhibits. This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

The objective of this project is to construct a new Taxiway EE located north and parallel to existing Taxiway ED, leading from Taxiway L across Taxiway M eastbound to the departure threshold of Runway 17L via extended Taxiway P7. The new taxiway will be designed to accommodate the maximum expected traffic levels and a foreseeable variety of aircraft for the next 20 years of service. All work shall be designed to meet FAA standards, procedures.

Professional services to be provided by the consultant will include civil, survey, environmental, electrical and structural, and geotechnical engineering services and any other professional services necessary to complete the project. The consultant shall follow the DEN design standards manual (DSM), DEN project lifecycle and processes and use DEN software systems, Teams, Unifier, P6, and Textura, to accomplish the following items:

- A. Preliminary Phase: This phase involves refining the scope of the project and establishing the project requirements. Tasks within this phase include, but are not limited to, the following:
 1. Prepare an overall project schedule which will identify the milestone activities for the project. Include in the milestone activities any long lead or specialty items which will require early procurement. In addition, identify items that will require utility interruptions and impacts to stakeholders. This schedule shall be maintained and updated throughout the project lifecycle.
 2. Coordinate with DEN and the DEN ADO on project scope requirements, finances, schedules, operations and phasing considerations, site access, and other pertinent matters.
 3. Coordinate with DEN stakeholders, DEN ADO, airport operations, FAA tower, and the airlines to minimize impacts in day-to-day operations of the airlines and air cargo lines.
 4. Coordinate to identify all utility conflicts and the milestone activities required to resolve any conflicts. Included in the milestone activities will be the identification of agreements which will require early involvement of the FAA. As well as interruptions to the various utilities including FAA communication lines and NAVAIDS.
 5. Assist DEN in preparing and submitting any necessary reimbursable agreements with the FAA.
 6. Coordinate necessary surveys, geotechnical investigations, field investigations, and engineering studies required for design.
 7. Provide environmental documentation necessary to satisfy the requirements of the National Environmental Policy Act (NEPA). Complete and submit a documented categorical exclusion form (CATEX).
 8. Develop design schematics, sketches, environmental considerations, preliminary layouts, cost estimates, design schedule, and project recommendations. Work shall follow FAA standards and procedures and the DEN DSM.
 9. Prepare a project specific closeout and warranty plan that will detail the methodology by which the closeout requirements will be met as well as how warranty issues will be addressed.

- B. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Tasks within this phase include, but are not limited to, the following items:
1. Coordinate, attend, and conduct meetings to obtain information and to coordinate and resolve design matters.
 2. Coordinate, attend, and conduct weekly progress meetings. Record meeting minutes and distribute to stakeholders.
 3. Perform necessary surveys, geotechnical investigations, field investigations, and engineering studies required for design.
 4. Prepare necessary engineering reports and recommendations.
 5. Coordinate with DEN Division of Small Business Opportunity (DBSO) to obtain a construction disadvantaged business enterprises (DBE) goal.
 6. Prepare a drainage and erosion control report.
 7. Prepare an overall construction phasing plan for DEN stakeholder approval.
 8. Plan, coordinate, and assist a Safety Risk Management (SRM) meeting prior to each construction package. This will require hiring a third-party consultant to act as meeting facilitator. The facilitator shall follow the FAA SRM process. Assist facilitator with the preparation of a final report. Revise design documents, as needed, to address risk mitigation strategies from the SRM.
 9. Prepare detailed plans, specifications, modification of standards (MOS), cost estimates, and construction schedules in accordance to FAA standards and DEN DSM.
 10. Prepare a project specific Construction Safety and Phasing Plan (CSPP).
 11. Prepare FAA Form 7460 and supporting documentation.
 12. Print and distribute necessary copies of contract drawing and specifications.
 13. Perform necessary environmental and construction permitting.
 14. Perform all project specific FAA reporting, including an engineer's design report and a construction management plan.
 15. Prepare documentation necessary to update the airport layout plan (ALP). This includes review and approval of the updated ALP by the FAA.
- C. Bidding Phase: This phase includes all activities required to assist DEN in advertising, securing and recording bids, negotiating, analyzing bid results and furnishing recommendations on the award of contracts. Tasks within this phase include, but are not limited to, the following items:
1. Prepare, attend, and make a technical presentation at pre-bid conferences and a site visit at DEN.
 2. Issue all required addenda to revise plans, specifications, and other contract documents as necessary.
 3. Attend bid opens and collect/copy all bids for a formal review.
 4. Perform bid review per FAA standards and procedures. Develop a tabulation of all bids received, provide an evaluation of bids, and make recommendations of award.
 5. Prepare issued for construction documents.
- D. Construction Phase: This phase includes all activities rendered after the award of a construction contract. Tasks within this phase include, but are not limited to, the following items:
1. Prepare, attend, and make a technical presentation at pre-construction conferences at DEN.
 2. Review and approve shop drawings, product submittals, Request for Information (RFIs), and other documents submitted by the Contractor for compliance with the contract documents.
 3. Review, analyze, and approved laboratory and mill test reports of materials and equipment.
 4. Observe and review performance tests as required by the specifications.

5. Maintain and review project quantities and change documents.
 6. Review Contractor pay applications and assist DEN in the preparation of payment requests.
 7. Provide full construction administration, management and inspection services.
 8. Perform change management. Prepare and maintain all documentation required for submittals, change authorizations, Contractor payments, quality control plans, logs, daily reports, and progress schedules.
 9. Perform all project specific FAA reporting, including weekly construction reports, monthly progress reports, and test results.
 10. Provide claim review and mitigation for contractor and subcontractors. Perform project management in a manner to minimize claims against the project. Provide review and evaluation of any contractor claim in order to determine merit.

 11. Provide full quality assurance (QA) and material testing and evaluation services to meet the requirements of the project specific quality control plan, the specifications, and the contract documents. This will require hiring a material testing company.
 12. Prepare as-built drawings using CADD. Drawings shall comply with FAA standards and DEN DSM.
- E. Project Closeout Phase: This phase includes all activities rendered after the completion of a construction contract. Tasks within this phase include, but are not limited to, the following items:
1. Follow the project specific closeout and warranty plan.
 2. Make final inspections and prepare all project closeout documents for submittal to FAA and DEN.
 3. Provide record drawings.
 4. Prepare summary reports of material testing, change orders, etc.
 5. Assist in any necessary grant amendment requests.
 6. Prepare final project reports including financial summary.
 7. Perform all project specific FAA reporting, including the final report.
 8. Obtain release of liens from all contractors and complete all DEN project closeout requirements.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFQ Terms

The Submitter, by submitting its submittal, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Submitter shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Submitter on the Submittal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 2, or an officer of the Submitter legally authorized to execute contractual obligations. A submission in response to this RFQ acknowledges acceptance by the Submitter of all terms and conditions as set forth herein. The Submitter shall identify clearly and thoroughly any variations between its submittal and this RFQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFQ.

III-3 Means of Communication

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

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

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

III-4 Interpretation of Submittal Documents

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

III-5 Addenda

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

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

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

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

Submitters must acknowledge in the submittal submission that they received all addenda to the submittal documents (see Attachment 2, Part 1). Failure to acknowledge receipt of addenda may disqualify the submittal.

III-6 DEN Website

It shall be conclusively presumed that the Submitter did, before submitting a submittal, read all addenda, posted decisions and other information items relevant to the RFQ which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, Tony Deconinck by email at contract.procurement@flydenver.com.

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

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

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

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

III-7 Withdrawal of Submittal

A Submitter may withdraw its submittal by sending DEN a written request signed by the Submitter's authorized representative. The withdrawal of a submittal does not prejudice the right of the Submitter to submit future Qualifications.

III-8 Rights of DEN

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

III-9 Confidentiality of Records

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

DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

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

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. To designate portions of the RFQ as confidential, Submitter must:

1. Mark the cover page as follows: "This response to the Request for Submittal includes trade secrets or other proprietary data."
2. Mark each sheet or data to be restricted with the following: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the cover page of this response to the Request for Submittal."
3. If necessary, you must provide a separate electronic file named as such with a redacted copy of your entire response to this RFQ. Submitter is responsible for properly and adequately redacting any data which Submitter desires to remain confidential. If entire pages or sections are removed, a page indicating that the page or section has been redacted must represent the redacted pages. Failure to provide a separate electronic file with a redacted copy may result in disclosure of an unredacted copy under CORA.
4. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the exception under CORA and/or any other law restricting disclosure.

A request for non-disclosure of your submittal under the guidelines stated above does not guarantee it is not subject to disclosure under CORA. The Submitter's opinion as to what constitutes confidential or proprietary information is not binding on DEN in responding to a CORA request. Where a request is made to inspect or copy Qualifications or other documents related to this opportunity, any disclosure of information by DEN consistent with the provisions of CORA, DEN has sole discretion to determine whether information or records must be provided under CORA and the City and DEN shall not be liable if it provides responsive records that the bidder contends are protected under CORA and DEN disagrees.

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

III-10 Agreements

Submitters may offer proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Submitter desires to be included as part of the contract. Such

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

III-11 Disadvantaged Business Enterprise

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

Title 49 Code of Federal Regulations (CFR) Part 26, Divisions 1 and 3 of Article III of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and any DOT Rules or Regulations promulgated pursuant thereto apply to this Project and will be incorporated into any agreement entered as part of this selection process. Under the Disadvantaged Business Enterprise (DBE) Regulations, the Director of DSBO ("Director") has the authority to establish participation goals for federally funded expenditure on construction, reconstruction, remodeling, professional and design work performed for the City and County of Denver. The participation goal is stated in the Notice of Request for Qualifications bound herein.

In order to comply with the submittal requirements, a Commitment to DBE Participation Form, 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and an DBE Utilization Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved DBE Utilization Plan.

1. Failure by the Contractor/Consultant awarded the contract to comply with 49 CFR Part 26, Ordinance requirements and its accompanying Rules and Regulations during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO. If a Submitter is participating in a joint venture with a certified DBE firm, submit the firm's Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal.** The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the DBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Submitter shall include completed DSBO Form entitled: Commitment to DBE Participation and 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The proposer shall submit a Commitment to DBE participation for the participation goal assigned to this project. The 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers shall include identified firms that will be utilized on this project. The committed participation level will be inserted into the contract and the Submitter must comply during the life of the contract.
3. The DBE Utilization Plan is the Submitter's written approach and strategy to the overall administration of their DBE Program (including the expectations of the lower tier DBE contractors).

DSBO will review and score each submitter(s) submitted utilization plan. The selected submitter(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the "Approved Utilization Plan." Thereafter, the consultant is required to prepare and submit to DSBO an updated DBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the 49 CFR Part 26, corresponding DOT Rules and Regulations, and the most current DSBO approved version of the DBE Utilization Plan and the contents within such plan.

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

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:
 - B2GNow (Small Business Certification and Contract Management System) User,
 - Project Manager(s),
 - Controller,
 - Superintendent (if applicable), and
 - Outreach/Community Engagement Coordinator (if applicable).
2. Provide creative strategies to incorporate new DBE partners inclusive of but not limited to; provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project;
3. Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
4. Define how DBE participation will be solicited, the subcontracting process, program and incorporated into the Submitter's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each
5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained
6. Outline the communication process and involvement efforts of the DBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.
7. Provide examples of up to a maximum of 5 projects where the Submitter has been successful in promoting the participation of disadvantaged businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

Submitters are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@flydenver.com with specific questions related to compliance with 49 CFR Part 26, DSBO Ordinances, and Rules & Regulations.

III-12 Certification of Independent Price and Work Determination

By submission of this submittal, each Submitter, and in the case of a joint submittal, each party thereto, certified, that, in connection with this procurement (if applicable):

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

Further, each person signing Attachment 2, Part 1 Submittal Acknowledgement Letter, for this submittal certified that:

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

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

III-13 Designation of Subcontractors

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

Submitters who provide a submittal in response to this RFQ are precluded from participation as a subcontractor with any other Submitters who provide a submittal for this RFQ. However, subcontractors may be named on more than one (1) submittal.

III-14 Payment

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

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

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

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;
3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
4. The outcome or disposition of the action.

B. The Submitter shall include (at time of submittal) a statement which shall disclose whether Submitter has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.

C. The Submitter shall include (at time of submittal) a statement as to whether the Submitter, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Submitter from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

D. The Submitter shall include (at time of submittal) a statement as to whether the Submitter, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.

E. The Submitter shall include (at time of submittal) its Dun & Bradstreet identification number. If the Submitter is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.

F. If the Submitter is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.

G. During contract negotiations, the Submitter may be asked to submit the following:

1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Submitter does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Submitter's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Submitter's financial position, results of operations and changes in financial position.
2. If the Submitter is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Submitter does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Submitter, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Submitter is a small business as defined by the United States Small Business Administration, the Submitter may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the submittal.

III-16 Insurance Requirements

Submitter shall adhere to all insurance requirements stated in Attachment 4, which are attached hereto and incorporated herein by reference.

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

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

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

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

individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

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

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

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

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

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

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

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

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

END OF INSTRUCTIONS TO SUBMITTERS

IV. PREPARATION OF SUBMITTAL

IV-1 Preparation of Submittal - Submittal Forms

The submittal shall be submitted in accordance with and meet all requirements set forth in the Submittal Forms, which are attached hereto. The Submitter shall fill in all blank spaces in the applicable Submittal Forms and initial all interlineations, alterations or erasures in its submittal. The Submitter shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 2, Submittal Forms" or make substitutions thereon. The Submitter's completed Submittal Forms and Submittal Narrative shall constitute its submittal. It shall be conclusively presumed that the Submitter did, before submitting a submittal, read all addenda, posted decisions and other information items relevant to the RFQ that appeared on the DEN Website.

An authorized representative of the Submitter shall execute Attachment 2, Part 1 of its Submittal Forms – the "Submittal Acknowledgment Letter."

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

IV-2 Preparation of Submittal - Submittal Narrative

A. GENERAL

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

- Contract Name
- RFQ #
- Submitter's name
- Page number

B. FORMAT

Qualifications shall meet the following formatting requirements:

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

- Qualifications which contain unnecessarily elaborate artwork are discouraged.
- Submittal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.

IV-3 Submittal Narrative Contents

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

Narrative Contents	Maximum # of pages
1. Cost Effectiveness	4
2. Proposed Work Plan and Approach	5
3. Project Schedule	4
4. Key Personnel (Maximum 5 key personnel & 5 non-key personnel)	4
5. Company Experience & Qualifications	4
6. Project Management Controls	3
7. DBE Utilization Plan	N/A

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

1. Cover Letter

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

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

2. Cost Effectiveness

Based on this project, where are opportunities for the Submitter to reduce costs throughout the life of the contract? What elevates this submittal in terms of value? Please describe any processes or technologies that are unique to the Submitter's company or subcontractor team that could add value to the project or mitigate costs for DEN.

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

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

3. Proposed Work Plan and Approach

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

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

4. Project Schedule

Prepare a description of the Submitter's method and systems for controlling, responding to, and completing of the Scope of Work in a timely manner. Describe Submitter's methods for ensuring that commissioning activities are integrated into the project schedule, and Submitter's methods to avoid and mitigate construction delays related to (project) activity. Describe the Submitter's approach for scheduling projects with aggressive scheduling requirements.

5. Key Personnel

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

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

6. Company Experience and Qualifications

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

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

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

7. Project Management Controls

This Describe the Submitter's existing project management control methods and progress reporting systems. Any products obtained from the Submitter's systems must be in a format which shall allow direct input into the City's Microsoft Excel and Word systems:

- a. Explain the Submitter's selection process for the project team and subcontractors.
- b. Provide examples of software or methods that have been employed to stay on schedule and within budget for past projects.
- c. Describe a project where the Submitter was required to respond to a major design change midway through the construction document development. Include the reason for the change and actions that were taken to keep the project on schedule.

8. DBE Utilization Plan

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

Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically: B2GNow (Small Business Certification and Contract Management System) User, Project Manager(s), Controller, Superintendent (if applicable), and Outreach/Community Engagement Coordinator (if applicable).

Provide creative strategies to incorporate new DBE partners inclusive of but not limited to providing an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project; provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project

Define how DBE participation will be solicited, the subcontracting process, program and incorporated into the Submitter's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each.

Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained. Outline the communication process and involvement efforts of the DBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and

performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.

Provide examples of up to a maximum of five projects where the Submitter has been successful in promoting the participation of disadvantaged businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

V. EVALUATION OF QUALIFICATIONS

V-1 Evaluation of Qualifications

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

V-2 Submittal Rejection and/or Disqualification

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

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

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

V-3 Past Performance

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

V-4 Clarification of Qualifications

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

V-5 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

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

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

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

V-6 Best and Final Offers

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

V-7 Evaluation Criteria

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

Evaluation Criteria	
1.	Cost Effectiveness
2.	Proposed Work Plan and Approach
3.	Project Schedule
4.	Key Personnel
5.	Company Experience & Qualifications
6.	Project Management Controls
7.	DBE Utilization Plan

VI. ATTACHMENT 1, SUBMITTAL FORMS
Attachment 1, Part 1 Submittal Acknowledgement Letter

City and County of Denver
Denver International Airport

Submitter: _____ Date: _____

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

In response to the Request for Submittal (RFQ) dated November 5, 2020, for RFQ NO. 202055827, the undersigned hereby declares that he/she has carefully read and examined the qualification submittal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Submittal Forms.

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Submitter’s Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Submittal Data Form

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

Submitter Name: _____

Submitter Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

VII. ATTACHMENT 2, DBE FORMS

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON-DBE PRIME:

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

COMPLETE IF YOU ARE A DBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% DBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% DBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance with C.F.R. 49 part 26.

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

Bidder/Proposer (Name of Firm): _____

Firm's Representative: _____

Title: _____

Signature (Firm's Representative): _____

Date: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____



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

City & County of Denver Contract No.: _____

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

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

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

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

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

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



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

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

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

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

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

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

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

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

VIII. ATTACHMENT 3, FORM W-9

FORM W-9

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

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-						
--	--	--	--	---	--	--	---	--	--	--	--	--	--

or

Employer identification number

				-																
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECT

1. General Information

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. Certain trade contractors and subcontractors are ineligible for this program; see Excluded Parties under the definitions Section 7 for a general list of excluded parties. Insurance requirements are determined based on the scope of work.

1.2 ROCIP Manuals

Below are links to access the current reference manuals related to DEN ROCIP III. These manuals are part of the Contract Documents.

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Safety Manual](#)

[DEN ROCIP III Claims Guide](#)

2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)

Contractor and subcontractors of any tier shall require all Excluded Parties, as defined in Section 7 or confirmed as excluded by DEN, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement and such insurance shall include the minimum defined coverages and be evidenced to DEN as required in this Section 2.

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

2.3 Coverage and Limits

2.3.1 Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 annual aggregate.

2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 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.

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

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

2.3.3 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 \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.5 Contractor's Pollution Legal Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.

2.3.5.1 Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

2.3.6.1 Coverage shall include professional misconduct or lack of ordinary skill.

2.3.6.2 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.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

If Contractor desires to use drones in any aspect of its work on DEN premises, the following requirements must be met prior to commencing any drone operations:

- 2.3.7.1 Express written permission must be granted by DEN.
- 2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.7.3 Drone equipment must be properly registered with the FAA.
- 2.3.7.4 Drone operator(s) must be properly licensed by the FAA.
- 2.3.7.5 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 each occurrence for bodily injury and property damage.

2.3.8 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.

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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.

2.6 Waiver of Subrogation

For all coverages required under this Agreement, 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.

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or it is insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse

in coverage and provide an updated Certificate of Insurance to DEN.

2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 2.8.2 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.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.8.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.8.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 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.
- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i)

Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Excluded Parties (as defined in Section 7). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices

Contractor shall exclude from Contractor's cost of work and ensure that each subcontractor of any tier exclude from their cost of work, normal costs for insurance for those coverages provided under the DEN ROCIP. As part of the enrollment process, Contractor and subcontractors shall provide policy declaration rate pages and deductible endorsements on the General Liability, Workers' Compensation, and Excess Liability policies as required in the DEN ROCIP Insurance Manual. The calculation of these costs will be determined by the ROCIP Program Administrator. The costs of DEN ROCIP coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded programs. Change orders shall also exclude the cost of ROCIP coverage.

Pre-employment substance abuse testing costs will be covered by DEN and should be removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

3.4 Insurance Premiums

DEN will pay the insurance premiums for the DEN ROCIP insurance policies. DEN is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to DEN the right to receive all such adjustments and will require that each subcontractor of any tier assign to DEN all such adjustments. The Contractor and the subcontractors who are Enrolled Parties shall execute such further documentation as may be required by DEN to accomplish this assignment.

3.5 Off Site Operations Coverage Under ROCIP

The DEN ROCIP will provide certain insurance coverage for DEN, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by DEN and when all operations at such site are identified and solely dedicated to the Project. Contractors and subcontractors are responsible to notify the DEN ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the off-site location unless confirmed in writing by the DEN ROCIP Administrator.

3.6 DEN ROCIP Insurance Manual

As soon as practicable, the DEN ROCIP Insurance Manual will be sent to each Enrolled Party and will become a part of the Contract and Contractor's Subcontract with its subcontractor and its subcontractors' agreements with any lower-tier subcontractor. The DEN ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its

subcontractors of any tier to cooperate with the DEN ROCIP Administrator in providing all required information.

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in Section 3.8 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

Unless otherwise provided herein, prior to commencement of the Work, DEN, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring DEN, Enrolled Parties and such other persons or interests as DEN may designate with limits not less than those specified below for each coverage.

3.8.1.1 Workers' Compensation & Employer's Liability – On Site Only

DEN shall maintain the coverage as required by statute for the Project Site and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

3.8.1.2 Commercial General Liability – On Site Only

DEN shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

3.8.1.3 Excess Liability Insurance

DEN shall maintain coverage following form with underlying policies of Commercial General Liability and Employer's Liability in minimum limits as listed

below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate (Per Project)	\$200,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

DEN, in its sole discretion, may elect to provide higher limits, based on Project size. Excess Liability limits are shared by all Insured parties.

3.8.1.4 Contractor's Pollution Liability

DEN shall maintain coverage for bodily injury, property damage, or environmental damage caused by a pollution event resulting from covered operations, including completed operations, at the Project Site with a limit no less than \$10,000,000 each occurrence and aggregate. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure. Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$500,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portions of the Work stored off site, and also portions of the Work in transit.

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect,

architect's consultants, separate contractors, and their subcontractors of any tier, and all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program with the exception of Workers' Compensation and Excess Liability, up to a maximum of \$25,000 each loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, each loss, through to any responsible subcontractor.

3.9 Other Insurance Provided By Enrolled Parties

At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits and such insurance shall be evidenced to DEN and the DEN ROCIP Administrator as required in this Section 3.9.

3.9.1 Certificate Holder

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

and

CITY AND COUNTY OF DENVER
Department of Aviation
c/o Arthur J. Gallagher RMS, Inc.
12444 Powerscourt Drive
St. Louis, MO 63131
Attn: Gallagher OCIP Group

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not

physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

3.9.3.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

3.9.4 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.

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

3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

Contractor shall maintain the coverage as required by statute for performance of Work outside the Project Site under the Contract and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000

each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill.
- 3.9.7.2 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.

The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

3.9.8 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.

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), 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.

3.9.11 Waiver of Subrogation

For all coverages required under this Agreement, 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.

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

- 3.9.12.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 3.9.12.2 Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall

be sent ten (10) days prior.

- 3.9.12.3 If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 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.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 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.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by

- DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

Contractor warrants that all information submitted to DEN or the DEN ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify DEN or the DEN ROCIP Administrator immediately in writing of any errors discovered during the performance of the Work.

4.2 Contractor Responsible to Review Coverage

Contractor acknowledges that all references to DEN ROCIP policy terms, conditions, and limits of liability in this document, as well as the DEN ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors of any tier are responsible for conducting their own independent review and analysis of the DEN ROCIP insurance policies in formulating any opinion or belief as to the applicability of such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above, which the Contractor requires for its own protection or on account of statute, shall be its own responsibility and at its own expense.

4.3 Audit

Contractor agrees to make its records available for review and to cooperate with DEN, its insurers and insurance brokers, the City Auditor, and representatives of the aforesaid parties in the event of an audit. In the event that a DEN audit of Contractor's records, as permitted in the Contract or other DEN ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to DEN or the DEN ROCIP Administrator, or reveals inclusion of costs for DEN ROCIP coverage or other coverage beyond what is described above in any payment for the Work, DEN will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

4.4 Insurance Costs Removed

Contractor warrants that the costs for insurance as provided under the DEN ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

Contractor shall furnish each bidding subcontractor, vendor, supplier, material dealer or other party a copy of this Exhibit, the DEN ROCIP Insurance Manual and the DEN ROCIP Safety Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

5.2 Timely Enrollment Required

Contractor shall enroll in the DEN ROCIP within five (5) business days following a request by DEN or the DEN ROCIP Administrator. Contractor shall notify each subcontractor of the process for enrolling in DEN ROCIP and confirm that enrollment is mandatory, but not automatic. Contractor shall assure that subcontractors of any tier shall not commence Work until verification of enrollment is confirmed by the DEN ROCIP Administrator by the issuance of a Certificate of Insurance to each individual Enrolled Party.

5.3 Compliance with Conditions

Contractor shall not violate any condition of the policies of insurance provided by DEN under the terms of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each subcontractor of any tier.

5.4 Claims Cooperation

Contractor shall participate in claim reporting procedures. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with DEN's insurer(s) in all claims and demands which DEN's insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its subcontractors of any tier comply with any request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

5.5 Monthly Payroll Submission

All Enrolled Parties shall submit monthly payrolls and worker-hour reports to DEN and/or the DEN ROCIP Administrator via the DEN ROCIP Administrator's online reporting system as outlined in the DEN ROCIP Insurance Manual. The online reporting instructions will be provided to all Contractors at time of enrollment. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted online for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For subcontractors of any tier performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

5.6 Response to Information Requests

All insurance underwriting, payroll, rating or loss history information requested by DEN or the DEN ROCIP Administrator shall be provided by the Contractor within three (3) business days of request. Contractor agrees (and will require each subcontractor to agree) that DEN, DEN's insurers or its representative may audit the Contractor's records or records of subcontractors of any tier to confirm the accuracy of all insurance information provided including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor and subcontractors of any tier shall cooperate with DEN, the DEN ROCIP Administrator and DEN's insurers.

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety

programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

6. Notices and Costs

6.1 Limitations on DEN Provided Coverage and DEN Right to Purchase Other Coverage

DEN assumes no obligations to provide insurance other than that evidenced by the policies referred to in Section 3.8. DEN, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Section 3.8 and the costs of such insurance shall be paid by DEN. Apart from the DEN ROCIP, DEN may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

6.2 Contractors Responsible for Own Equipment

Contractor and subcontractors are solely responsible for loss or damage of all construction tools and other equipment whether owned, leased, rented, borrowed or used on Work at the Project Site. If an individual Enrolled Party purchases insurance on their tools and equipment, such insurance shall contain a waiver of subrogation in favor of the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and all other Enrolled Parties. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless the City and County of Denver, its elected and appointed officials, agents, employees and volunteers and other Enrolled Parties for loss or damage to its tools and equipment.

6.3 No Release; No Waiver of Immunity

The provision of the DEN ROCIP shall in no way be interpreted as relieving Contractor or subcontractors of any tier of any responsibility or liability under the Contract Documents, the DEN ROCIP insurance policies or applicable laws including, without limitation, Contractor's and subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City and County of Denver, its elected and appointed officials, agents, employees and volunteers are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DEN, its officers, officials and employees.

6.4 DEN Right to Withhold Payments

In addition to any other rights of withholding that DEN may have under the Contract Documents, DEN has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any subcontractor to comply with the requirements of this Exhibit, the DEN ROCIP Insurance Manual or the DEN ROCIP Safety Manual. DEN may withhold from any payment owing to Contractor the costs of DEN ROCIP coverages if included in a request for payment. Such withholding by DEN shall not be deemed to be a default under the Contract. DEN shall withhold from Contractor the costs of DEN ROCIP coverages attributable to an increase in an Enrolled Party's total payroll for the Work over the amount

reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

Without limitation upon any of DEN’s other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit, the DEN ROCIP Insurance Manual, or the DEN ROCIP Safety Manual shall be deemed a material breach of the Contract, thereby entitling DEN, at its option, upon notice to Contractor, to (1) suspend performance by Contractor and/or the offending subcontractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) terminate this Contract for cause.

6.6 Off Site Storage

Unless otherwise provided in the Contract Documents, the property insurance provided by DEN shall not cover portions of the Work stored off the Site without written approval of DEN. Contractor shall be responsible for reporting such property or work if ownership has been transferred to DEN. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

6.7 Partial Occupancy

Partial occupancy or use shall not commence until DEN insurer(s) providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. DEN and the Contractor shall take reasonable steps to obtain consent of the insurer(s) and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

6.8 DEN Right to Exclude Parties from the DEN ROCIP

DEN reserves the right to exclude any subcontractor from the DEN ROCIP, before or after enrollment by the subcontractor. If DEN elects to exclude a subcontractor from the DEN ROCIP, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor’s Subcontract Agreement are provided to DEN or the DEN ROCIP Administrator before the subcontractor can begin or resume Work on the Project.

6.9 DEN’s Right to Modify or Discontinue DEN ROCIP Coverages

If DEN determines that modification or discontinuation of the DEN ROCIP is in the best interest of DEN, the Contractor and subcontractor will receive sixty (60) days advance written notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the DEN ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any subcontractor to comply with the requirements of the Contract Documents, the DEN ROCIP Insurance Manual or DEN ROCIP Safety Manual, the costs of such replacement insurance shall be deemed a cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer(s) issuing such replacement coverage shall be subject to DEN’s prior written approval.

7. Definitions

Certificate of Insurance:	A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage “Provided by Enrolled Parties”
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- DEN: City and County of Denver and Denver International Airport
- Contract: The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.
- Contractor Insurance Cost: The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP.
- Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
- Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
- Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
- Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:
- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility
- Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.
- Hazardous materials remediation, removal, or transportation companies and their consultants
 - Architects, engineers, surveyors and their consultants
 - Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
 - Contractors, subcontractors and subconsultants who do not work at a Project Site

- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party

Exception: The ROCIP Insurer typically will accept including employees working for a contractor, or employed by temporary staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

Insured: (liability policies)	DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
Insurers:	Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
Net Bid:	Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
ROCIP Administrator:	The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
ROCIP Insurance Manual:	A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
ROCIP Safety Manual:	A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
Off Site Work:	Work performed away from the Project Site.
Payroll:	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
Policy Owner:	City and County of Denver and Denver International Airport
Project:	The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

Project Site: Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.

Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.

Subcontract: The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.

Subcontractor: Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.

Work: Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

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

XI. ATTACHMENT 6, SAMPLE CONTRACT**SAMPLE CONTRACT**

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional airfield engineering services; and

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

WHEREAS, Consultant’s proposal was selected for award of the DEN Taxiway EE Design Services contract; and

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

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

ARTICLE I. LINE OF AUTHORITY

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

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

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

B. Standard of Performance.

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

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

3. The Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, and memoranda of policy furnished to it by the City.

4. If required by the City, Consultant shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. In accordance with the Scope of Work, Consultant will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-consultants.

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

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

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

C. Construction Administration. Consultant’s contract administration duties shall commence upon the earlier to occur of the following events: (a) the City’s execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City’s issuance of the notice to proceed to the contractor(s).

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

E. Subcontractors.

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

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

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

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

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

F. Personnel Assignments.

1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

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

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant or its subcontractor(s) is not acceptable or is no longer needed, the Project Manager shall notify

Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance.

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

ARTICLE III. OWNERSHIP AND DELIVERABLES

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

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to the Consultant. However, no extension of the Term shall increase the Maximum Contract Liability stated below.

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

C. Suspension and Termination.

1. **Suspension.** The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Consultant shall stop

work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant.

2. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Consultant.

3. Termination for Cause. In the event Consultant 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 Consultant; or

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

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section B.2.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Article IV, Section B.2.a.

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

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

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

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

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

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

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Contract Amount Dollars and Amount Cents (\$Click here to enter text..00)** ("Maximum Contract Amount"). Consultant shall perform the services on a time and material basis up to the Maximum Contract Amount.

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

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

D. Basis for Consultant's Fee. Consultant shall be compensated for performance of the Work based on the time required by its professionals to complete the services under this Agreement plus a fee as provided for in *Exhibit B*.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Consultant's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant shall invoice the City on

a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.

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

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

F. Invoices. On or before the fifteenth (15th) day of each month, Consultant shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**") and including the information specified below. Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall:

1. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;

2. Include a statement of recorded hours that are billed at an hourly rate;

3. Include the amount of the fee due to Consultant;

4. Include the relevant purchase order ("**PO**") number related to the Invoice;

5. 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;

6. 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;

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

8. Submit each Invoice via email to ContractAdminInvoices@flydenver.com within three (3) calendar days of the invoice date.

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

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final invoice resulting from a Suspension or Termination of this Agreement, where the SVP or his/her 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 Article VIII.

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

ARTICLE VI. DBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprises. Department of Transportation (DOT) 49 CFR Part 26 ("Part 26") applies to this Project and is incorporated into this agreement entered into by the City. It is the policy of DOT and the City and County of Denver to ensure non-discrimination in the award and administration of DOT-assisted contracts financed in whole or in part with Federal funds. Consequently, the Bidders must fully comply with the DBE requirements of Part 26 in bidding and performing hereunder.

Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each bidder must comply with the terms and conditions of the Part 26 in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder's failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid non-responsive and may constitute cause for rejection.

In accordance with the requirements of the Part 26, Consultant is committed to, at a minimum, meet the participation goal of twenty percent (20%) established for this Project utilizing properly certified DBE subcontractors and suppliers.

B. Prevailing Wage. Consultant shall comply with the Davis-Bacon Act as more fully provided for in Appendix 1. To the extent the Davis Bacon Act does not apply and the City's Prevailing Wage Ordinance, D.R.M.C. §§ 20-76 through 20-79, does apply, Consultant agrees to be bound by, all requirements, conditions, and City determinations regarding the payment of prevailing wages pursuant to the Prevailing Wage Ordinance.

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

or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

D. Prompt Pay.

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

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

ARTICLE VII. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE IX. DISPUTES

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

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

2. Delivery of Formal Notices. Formal notices of termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for project-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 described in this Subsection E.2.

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

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

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

limitation attorney's fees, incurred by the City as a result of the release or disposal by Consultant of any pollutant or hazardous material.

ARTICLE XI. STANDARD CITY PROVISIONS

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

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.

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

D. Colorado Open Records Act.

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

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

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

E. Examination of Records and Audits.

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

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

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

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

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

H. Conflict of Interest.

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

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

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

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

2. Consultant certifies that:

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

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

3. Consultant also agrees and represents that:

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

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

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

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

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

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

ARTICLE XII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XIII. DEN SECURITY

A. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the

City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

ARTICLE XIV. FEDERAL RIGHTS

DEN shall obtain reimbursement from the FAA for all or part of the cost of the work under this Agreement and, accordingly, Contractor must comply with the requirements associated with federally-funded work. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

- Appendix 1: Federal Provisions
- Exhibit A: Scope of Work
- Exhibit B: Rates and Fee
- Exhibit C: Insurance Requirements
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control

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

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

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES FOLLOW]

APPENDIX 1

FEDERAL CONTRACT PROVISIONS – PROFESSIONAL SERVICES

NOTE: As used below, the term "Contractor" shall include "Consultant" as defined in the Agreement, and the term "sponsor" shall mean and include the City.

During the term of this Agreement, Consultant for itself, its assignees, and successors in interest, shall comply with the following federal provisions:

A1 ACCESS TO RECORDS AND REPORTS

A1.3 Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: are as provided in the Contract's DBE requirement.

Goals for female participation in each trade: as provided in the Contract's DBE requirement.

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or

female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City and County of Denver, Colorado.

A3 BREACH OF CONTRACT TERMS

A3.3 Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS – GENERAL

A5.3.1 GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.3 Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.3 Contract Workhours and Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

A9.3 Copeland “Anti-Kickback” Act

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The

Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.3 Davis-Bacon Requirements

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate,

who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the

above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.3 Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.3 Energy Conservation Requirements

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.3.1 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority

and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours

worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 Federal Fair Labor Standards Act (Federal Minimum Wage)

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.3 Lobbying and Influencing Federal Employees

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

A19.3 Prohibition of Segregated Facilities

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.3 Procurement of Recovered Materials

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A23 SEISMIC SAFETY

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.3 Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A26 TRADE RESTRICTION CERTIFICATION

A26.3 Trade Restriction Certification

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.3 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

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

XIII. ATTACHMENT 8, SCHEDULING, PROGRESS REPORTING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

The requirements for on-call professional services design and engineering scheduling, progress reporting, invoicing, and correspondence control for this contract are contained in the pages immediately following this page.

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

PROFESSIONAL SERVICES
DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE
CONTROL

Revised: August 2020

1 INTRODUCTION

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

2 WORK SCHEDULE

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

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The City will provide the Consultant with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is expressly stated in the Agreement. The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.

- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.9 Textura®: The Consultant recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Consultant during contract negotiations. Consultant will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.

- 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
- 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
- 7.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
- 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
- 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be

done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic

control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

- 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
- 9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
- 9.2.4 Work Schedule.

9.3 Monthly Submittals

- 9.3.1 The Consultant shall submit the Monthly Progress Report.
- 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9.4 Submittals Required - After Task Order Request for Proposal

- 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
- 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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

11 REFERENCED FORMS

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

END OF EXHIBIT



November 23, 2020

Taxiway EE Design Services

CONTRACT NO. 202055827

ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the Request for Qualifications documents with which it conflicts. **Submitters must acknowledge receipt of this addendum on Page 28 of the Submittal Forms.**

Tony Deconinck

Tony Deconinck
Contract Administrator



DENVER INTERNATIONAL AIRPORT

**TAXIWAY EE DESIGN SERVICES
CONTRACT NO. 202055827**

ADDENDUM NUMBER ONE

Scope of this Addendum

Addendum Number One includes modifications to the following Request for Qualifications documents issued November 5, 2020. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS AND ANSWERS

The questions received by the deadline have been responded to in full. Please see attached.

SAMPLE CONTRACT

The sample contract beginning after Page 36 shall be deleted in its entirety and replaced with the attached sample contract.

The total number of pages (including cover sheet) contained in this Addendum Number One is twenty-six (26).

* * * * *

End of Addendum Number One

Questions & Answers - 1

Solicitation 202055827 - DEN Taxiway EE Design Services
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p>Question: Number of 11"x17" Sheets Can Exhibits and the Schedule also be provided on 11x17 pages in addition to the Org Chart?</p> <p>Answer: The org chart and the schedule can be on 11"x17", but other exhibits should remain at 8.5"x11"</p>	11/20/2020
Q2	<p>Question: Indemnification and Defense The indemnification and defense provisions described in Article VIII (A-C) run the risk of being held void and unenforceable based on Colorado's anti-indemnity statute, Colo. Rev. Stat. §§ 13-50.5-102. Colorado statute bars indemnification provisions unless the indemnification and defense obligations are limited to the extent caused by the design professional's breach of contract, negligence, recklessness or intentional misconduct. We ask that you consider modifying the language in Article VIII (A-C) so that design professionals can provide the City with the benefit of an indemnification and defense obligation that will be covered by insurance proceeds and consistent with Colorado law.</p> <p>Answer: The contract has been revised to address this. The new contract for this project has been attached as a part of this addendum to the RFP.</p>	11/20/2020
Q3	<p>Question: Resumes/Key Personnel How many resumes are required for this submittal? Ten (10) total for the 5 key and 5 non-key personnel?</p> <p>Answer: Correct. The 10 resumes should be submitted at the end of the submittal, after the required documents.</p>	11/20/2020
Q4	<p>Question: Insurance Requirements Technology Exhibit C-Insurance Requirements: 2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber) – Is this coverage applicable to Design Professionals and their subconsultants?</p> <p>Answer: This coverage will only be required if the contractor will be issued DEN email address(es) and/or be working within DEN computer systems in the performance of the agreement.</p>	11/20/2020
Q5	<p>Question: Contractors Pollution Liability Exhibit C-Insurance Requirements: 2.3.5 Contractors Pollution Liability – Is this coverage applicable to Design Professionals and their subconsultants?</p> <p>Answer: This coverage will not be required for the scope of work indicated for this agreement.</p>	11/20/2020

No	Question/Answer	Question Date
Q6	<p>Question: RFP Questions - 11/20/2020</p> <p>1. Is the intent of Item 4, Key Personnel (Maximum 5 key personnel & 5 non-key personnel) in Section IV-3, Proposal Narrative Contents to limit the number of names listed in the Org Chart or to limit the number of resumes provided in the submittal?</p> <p>2. Please confirm whether CDOT's DBE requirements meet the DBE requirements of this RFP.</p> <p>Answer: A discussion of the proposed team should be described in the narrative portion of the proposal. The org chart may also display the team in greater detail. The limit on resumes is so that there aren't dozens of resumes for the entire possible team. The 10-resume maximum is intended to be a limiting factor in relation to extra attachments.</p>	11/20/2020

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional **CES description** services; and

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

WHEREAS, Consultant’s proposal was selected for award of the **Project Title**; and

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

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

ARTICLE I. LINE OF AUTHORITY

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

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

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

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or

increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City's sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Consultant shall comply with **Exhibit D** regarding Task Orders.

C. Standard of Performance.

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

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

3. Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, Notices to Proceed, and memoranda of policy furnished to it by the City.

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

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

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

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

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

E. Construction Administration. If the City tasks Consultant with construction administration duties, such duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

1. Consultant or its subcontractor(s) shall assign all key personnel identified in the **this Agreement or Relevant 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 **Choose an item**, or his/her authorized representative.

2. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Consultant and its subcontractor(s) shall

retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

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

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

ARTICLE III. OWNERSHIP AND DELIVERABLES

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

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire **Term Length** from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two (2) periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Liability stated below.

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced

prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

C. Suspension and Termination.

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

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

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

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

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

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

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Article IV, Section C.2., Consultant may request reimbursement from the City of the reasonable costs

of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section C.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.

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

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

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

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

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Contract Amount Dollars and Amount Cents (\$Click here to enter text..00)** ("Maximum Contract Amount"). Consultant shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.

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

C. Payment Source. For payments required under this Agreement, the City shall make payments to Consultant solely from funds of the City and County of Denver Airport System

Fund and from no other fund or source. The City has no obligation to make payments from any other source.

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

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

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

1. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
2. Include a statement of recorded hours that are billed at an hourly rate;
3. Include the relevant purchase order ("**PO**") number related to the Invoice;
4. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
5. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
6. Include the signature of an authorized officer of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct; and
7. Submit each Invoice via email to ContractAdminInvoices@flydenver.com within three (3) calendar days of the invoice date.
8. Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

9. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the [Choose an item](#) or his/her authorized representative.

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

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final invoice resulting from a Termination of this Agreement or any Task Order, where the [Choose an item](#) or his/her 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 Article IX.

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

ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprise.

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

The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is [Click here to enter text.](#)%.

OR

Consultant shall comply with the Utilization Plan attached as *Exhibit F* ("Utilization Plan") and as it may be modified in the future by the Division of Small Business Opportunity ("DSBO") during performance of this Agreement.

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

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

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

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

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

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

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

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

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement,

Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

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

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

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

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

ARTICLE VII. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE IX. DISPUTES

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

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

Vendor Name
Contract No. XXXXXXXXXXX-XX

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

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

R. Environmental Requirements. Consultant, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the

storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

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

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

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

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

ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

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

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the **Choose an item**, or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only

presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the **Choose an item**, in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the

Agreement or expiration of the applicable statute of limitations, if longer than six (6) years. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

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

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

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

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

H. Conflict of Interest.

1. Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, 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.

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

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

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

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

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

2. Consultant certifies that:

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

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

3. Consultant also agrees and represents that:

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

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

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

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

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

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

ARTICLE XII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XIII. DEN SECURITY

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

TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

ARTICLE XIV. FEDERAL RIGHTS

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

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Compliance Plan [delete if not applicable]

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

- Appendix 1
- Article I through XVI** hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit F [delete if not applicable]
- Exhibit D
- Exhibit E

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

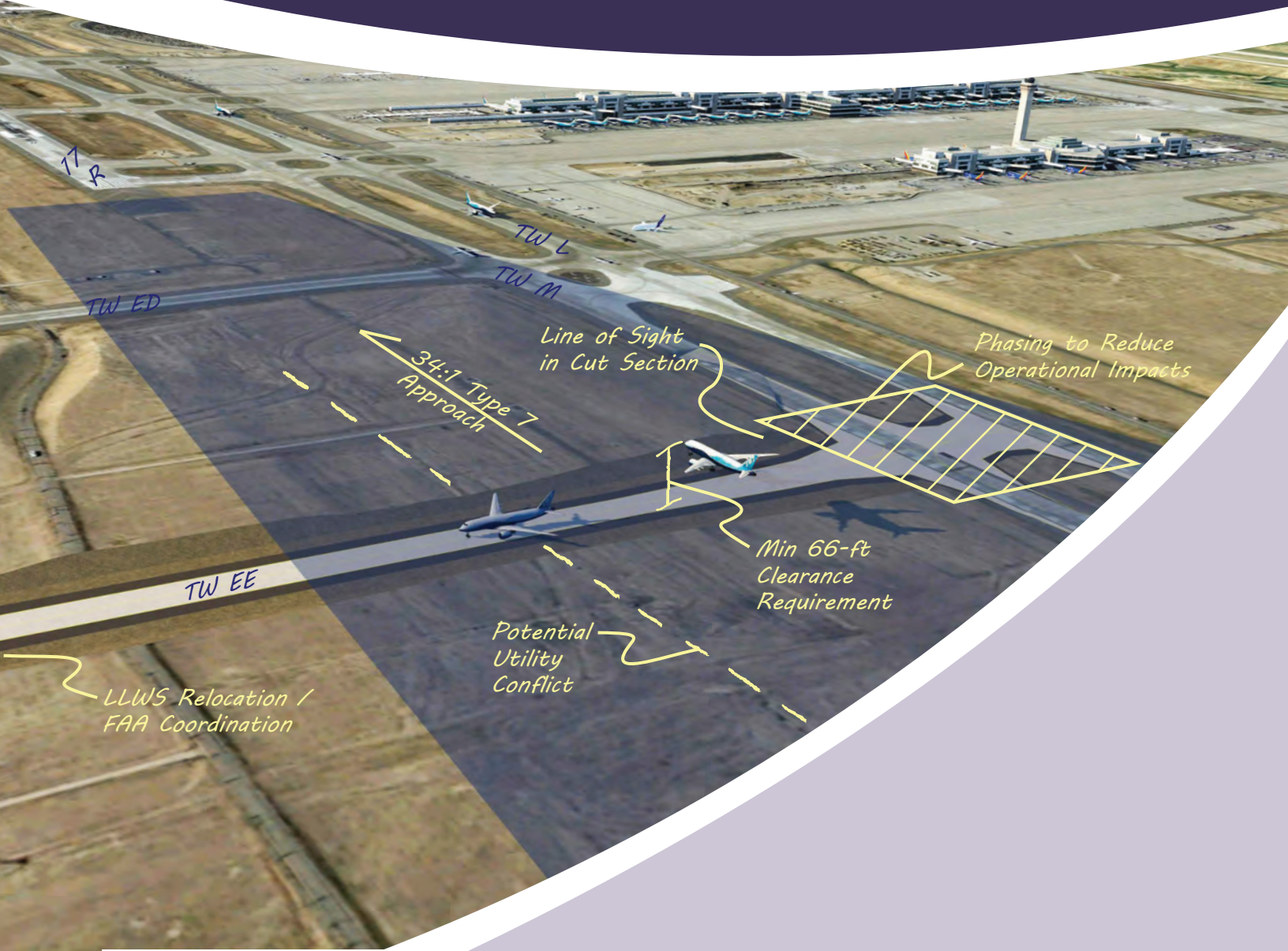
Vendor Name
Contract No. XXXXXXXXXXX-XX

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

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

[SIGNATURE PAGES FOLLOW]

DRAFT



DENVER INTERNATIONAL AIRPORT TAXIWAY EE DESIGN SERVICES

December 3, 2020

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COVER LETTER



One Denver Technology Center
5251 DTC Parkway, Suite 420, Greenwood Village, CO 80111
303-721-6932 | GarverUSA.com



RFQ # 202055827 | TAXIWAY EE DESIGN SERVICES

December 3, 2020

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

Dear Mr. Deconinck:

I am personally excited for the opportunity to provide professional consulting services for Denver International Airport (DEN) and to lead the Garver Team for the Taxiway EE Design Services. Our team is strategically assembled based on the scope of work for this project and includes industry leaders in aviation infrastructure development, as well as local DBE partners with a proven track record of delivering quality products and services at DEN. **Collectively, the Garver Team has over 650 employees in the Denver area, and each firm has a local office.**

Together, our team is committed to exceeding your expectations as well as exceeding your DBE participation goals. We share a common principle in social sustainability, and as an organization Garver will actively contribute to helping DBE firms gain a foothold at DEN in their respective areas of expertise. We are committing **30% DBE participation** for the DEN Taxiway EE Design, more than the 20% required goal.

In this proposal, we have outlined how the Garver Team's national aviation experience, unique structure, and customized solutions will successfully deliver a well-coordinated, quality project for DEN on time and under budget.

National Aviation Experience. While Garver is new to working with DEN, we are definitely not new to working on large projects at hub airports. Unlike a lot of other large, aviation-focused firms, Garver has built our reputation on airfield infrastructure projects, and our team of experts is specifically experienced in projects like Taxiway EE Design. Overall, **the Garver Team has experience at 48 of the ACI Top 50 Airports.** We're confident that no other firm will bring the technical expertise that the Garver Team can provide.

Unique Team Structure. Garver believes in a simple structure for building a successful team, putting the right experts in the right roles to be successful, and this starts with selecting the right project manager. I have spent my entire career working on airfield infrastructure projects. I have the capacity and availability to lead the Garver Team, tailoring our work plan to maintain project delivery efficiencies, offer clear lines of communication, and provide seamless coordination with concurrent airfield projects. Additionally, with our team, you can rest assured that your project won't be used to offset the low workload of a regional team. I will be supported by a specific, dedicated Aviation Design Center team members whom we have intentionally dedicated to

» THE GARVER TEAM HAS:

- Completed over \$350M of taxiway projects at hub airports in the last two years
- Experience at 48 of the ACI Top 50 Airports
- Provided innovative cost-saving strategies for the Taxiway EE project



work on projects like Taxiway EE Design because of their expertise in airfield design. This specific team has completed over \$350 million in taxiway projects at hub airports in the last two years alone and have already been engaged to help identify and solve the technical challenges related to this project.

Customized Solutions. Our team has studied this project and believe that we have identified the critical project elements and solution in our technical approach (page 5), innovative cost-saving strategies (page 1), and a clear schedule to accomplish the work (page 10). Additionally, we've already discussed this project with DEN staff, our local teaming partners, and contractors with DEN experience to make sure that we understand constructability challenges that need to be considered.

Our team is focused on providing DEN with quality designs and preserving DEN's award-winning customer experience. We are excited about the opportunity to partner with DEN on this important improvement to airfield safety and capacity.

Feel free to contact me at 303-721-6932 or by email at CMBible@GarverUSA.com if you have any questions. Thank you for your consideration.

Sincerely,
GARVER



Colin Bible, PE
 Project Manager



Frank McIllwain, PE
 Principal in Charge

Prime

Garver, LLC

Subconsultants

Alfred Benesch & Company

AECOM

Goodbee & Associates (DBE)

Shrewsbury & Associates (DBE)

Pinyon Environmental (DBE)

Faith Group (DBE)

105 West (DBE)

Geocal (DBE)

Sunland Group (DBE)

The Garver Team commits the availability of all key personnel of the prime firm and each subconsultant as identified in Section 5 to undertake this project.

SECTION 1: COST EFFECTIVENESS

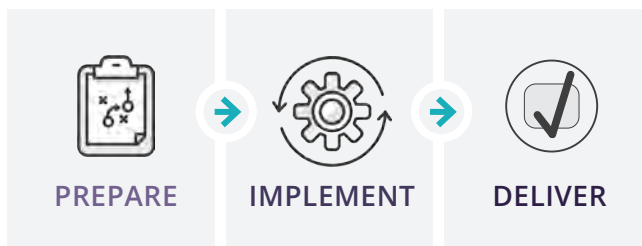
COST EFFECTIVENESS



Defining Success

The Garver Team's vision for success is delivering an on-time, under-budget, high-quality Taxiway EE Design that benefits Denver International Airport (DEN) operationally with low maintenance. We believe that cost and organizational efficiencies are created when clear goals and mission objectives are defined at the project outset. We understand that Denver practices the values of equity, diversity, inclusivity, and sustainability, which are good for not only your mission, the City of Denver, and the world, but also for your bottom line. We believe our project implementation plan demonstrated in this section leverages the benefits of these values to provide cost effective and efficient projects for DEN. The foundation of our success delivering airport projects nationwide can be boiled down to three simple words:

Figure 1: Garver's Method for Achieving Project Success



Preparing for a Successful Project

Our team will never leave the success of a project to chance. We have proven, project-tested processes that will work seamlessly with your system to deliver results.

Building a Successful Team

Before we are selected for a project, we prepare for its success by selecting experienced and diverse team members, as we have done for DEN's Taxiway EE design. Your project manager, Colin Bible, PE, will be the single point of contact for DEN and for project stakeholders, but the plan for a successful project will be established and refined **in conjunction with** our teaming partners.

We understand that it is critical to not only select a diverse team but also include our partners in the decision-making process. Several of our partners have a history of success working at DEN, and we believe their input and local experience will be crucial to delivering a cost-efficient, successful project.

Developing Focused Processes

With the right team in place, we then utilize our proven processes that focus on delivering the project successfully, including a Quality Control Plan (QCP) to be used throughout the duration of the project. The primary goal of the QCP is to introduce the entire team to the standards, procedures, and lines of communication for the project. This plan will also improve the quality and efficiency of the Garver Team's services by reducing the risk of error on the project. This QCP will address:

- Project Description and Scope of Work
- Team Assignments
- Schedule
- DEN Design Standards Manual (DSM)
- Design/CADD Requirements
- Budget
- Description of Tasks
- Organizational Chart
- Checking Procedures
- Design Criteria
- QC Reviews and Milestone Checklist
- Communication Procedures

In addition, our QCP requires each design team member to sign off on the document before they commence the project. Each item in the QCP is necessary for success. Prior to submittal of each design package, an independent technical review will be conducted by our internal QA/QC team, led by Senior Project Manager, Jason Frank, PE.

Incorporating the Needs of Stakeholders

An equally important step in preparing our team for a successful project is listening to stakeholders about their needs related to Taxiway EE. We understand that stakeholder needs and concerns will not always align, and it will be our team's job to communicate with operations, maintenance,

security, airlines, FAA, and the contracting community to gather and unify these concerns. Garver's staff initiated this process in the August 2020 meeting with DEN AIM staff members Kimberly Watanabe and Brent Nichols to discuss our understanding of challenging project elements.



Implementing a Successful Project

Establishing a Work Plan

With plans and processes in place, we will capitalize on the strengths of our team to undertake the variety of assignments related to Taxiway EE Design. All of Garver's subconsultants have offices in the Denver area and will have meaningful work that matches their core competencies. Local subconsultant work will be included in each phase of the project:

- Our familiarity with **Shrewsberry & Associates (DBE)** and their airfield expertise gives us confidence in their ability to assist our Aviation Design Center on the airfield design tasks.
- **Pinyon Environmental (DBE)** will lead environmental due diligence and approval tasks as well as COD permitting.
- **Benesch** will work in conjunction with Pinyon on COD permitting and will also provide drainage services.
- **Geocal (DBE)** is a leader in geotechnical engineering and will perform on-site geotechnical sampling and provide geotechnical recommendations for our team's pavement designs.
- **Goodbee (DBE)** will provide services for subsurface utility engineering (SUE) investigations.
- **105 West (DBE)** will provide surveying services for the project.
- **AECOM and Sunland (DBE)** will provide construction management services, supplemented by Garver's in-house observation staff.

Our proven process of incorporating subconsultants into a single team is based on establishing a detailed work plan for all team members that will include the elements shown in **Figure 2**.

Garver has been successful on projects similar to Taxiway EE Design by implementing a strategy to build an aviation-exclusive design team that supports project managers located in regional offices throughout our footprint. Garver's centrally located design team collaborates year-round, are renowned for their FAA Advisory Circular knowledge, and apply lessons learned from projects throughout the country.

Managing Cost Control

We take our commitment to meeting budget and delivery dates while providing quality products very seriously. We know dozens of variables can impact the final construction cost of a project, and we use a rigorous, time-tested method for controlling costs during the design and construction phase of a project.

The construction market in Colorado can yield great fluctuation in pricing, and it's imperative to DEN that the design team take all market factors into account when estimating construction costs. In a manner similar to Garver's management of the Taxiway Bravo Program at Dallas Love Field, our team will conduct workshops with contractors

Figure 2: Garver's Approach to Work Plans



during design to stay current with market fluctuations in construction unit prices so the project will be designed in line with the budget.

Our project manager, Colin Bible, PE, will be responsible for cost control and preparation of the construction cost estimate. He will work closely with our construction support staff, each discipline lead, and with QA/QC lead Jason Frank, PE, to make certain the estimate is accurate, complete, and realistic and includes all phases of construction. We will monitor the cost throughout project execution using weekly cost and variance analysis reports to satisfy design objectives and meet specific project requirements. In addition, our in-house construction staff will review the cost estimates from a contractor's perspective to enhance accuracy and constructability during the review process.

To avoid miscommunication between team members, all key personnel will remain available and involved throughout the project. This helps maintain continuity and makes sure the design intent is carried through construction. We believe that communication is especially critical during construction to avoid added costs and delays—our priority is to limit the impact of unforeseen variables by identifying problems and offering multiple solutions quickly. We also work closely with our clients to find alternatives to reduce costs.

Potential Cost Savings

We bring decades of innovative design experience to this project. Garver pursues innovative and progressive design while preserving a rich tradition of quality engineering. We focus on creating cost-effective designs for long-term operational efficiency while maintaining community and

environmental sustainability, and we take pride in our ability to tailor our projects to fit our clients' unique goals and circumstances through creative design and scheduling.

We believe that there are a few key elements that drive construction cost variability on this project, and we have briefly outlined each below:

Earthwork Balance. As shown in **Figure 3**, earthwork placement will be a major component of the Taxiway EE Design. Constructing the taxiway based on the preliminary profile is expected to generate approximately 500,000 cubic yards of cut material that will need to be hauled off. In general, the future Runway 18-36 area is in a low-lying area and will require fill to construct the runway and taxiway system. The proposed Runway 18 end is approximately 13 feet above the existing ground elevation. **Hauling the spoils from Taxiway EE to the Runway 18-36 area instead of to a separate stockpile will reduce the amount of grading required for future construction**, and 500,000 cubic yards of soil is enough to raise the elevation of the Runway 18-36 by over six feet. The largest cost savings is gained by optimizing the profile and eliminates the need to haul the material again in the future. **Every foot that the profile is lowered results in an additional 40,000 cubic yards of additional cut that must be relocated.** Our team will work closely with DEN staff to optimize this profile.

Haul Routes. Locating haul routes and staging areas for the project will require balancing operational impact with contractor access. Our team has discussed previous construction projects with DEN-experienced contractors and



understands that with clear communication and a well-executed plan, haul routes could be developed to cross Taxiways L and M, as shown in **Figure 3**. Although this seems like a small change, on a project the size of Taxiway EE, **reducing the haul route by two miles could result in fuel, time, equipment, and manpower savings on over 50,000 truck operations.**

Scheduling Efficiencies. We understand that the current construction timeline is to build earthwork and utilities in 2022 and the pavement section in 2023. Although we discuss our proposed schedule in greater detail in Section 2, we believe that there are significant operational and cost efficiencies to be gained by **slightly modifying the plan to keep all construction in the TSA of Taxiway M and Taxiway ED within the 2023 work.** This will minimize the burden on DEN operations staff, safety risk, and user disruption.



Delivering a Successful Project

Garver has a dedicated team focused solely on developing tools to help airport sponsors and design teams maintain project schedules and budgets. Our team will develop project controls to integrate the funding program, design schedules, and construction schedules, monitor the overall project timeline, and ensure its successful, on-time completion. We will establish metrics to measure design progress so the project can then be monitored and controlled through dashboard reporting. We can also provide risk analysis to define and identify mitigation for significant risks, which could prevent construction cost overruns.

We will also include DEN's typical 32 modifications to standards for revisions to the construction specifications because they will need to be approved by the FAA early in the design phase. Submitting these modifications during design can avoid delays in the schedule while waiting for FAA approval.

During construction administration, our project controls will provide tracking of the contractor's scope, schedule, and budget reporting. We will establish a baseline schedule of durations, activity sequencing, and contract details, and we will measure contractor execution against the baseline to produce earned value reports.

The Garver Team understands that consistent oversight of the contractor's work progress and invoices ensures project elements are executed according to the contract. Through Garver's progress tracking, unexpected claims will be minimized, and DEN will be empowered with evidence in the event of a claim.

Project Life-Cycle Cost

The Garver Team understands the importance of designing beyond just initial construction. We take a life-cycle approach to design, considering variables such as long-term maintenance, cost of future construction, and the impact of future pavement closures. From our review of the DEN Design Standards Manual (DSM), we understand that project life-cycle costs analysis is a central part of the DEN design methodology. As part of Taxiway EE Design, Garver will provide life-cycle cost alternatives for DEN engineering, operations, and maintenance evaluation.

Figure 4: Garver's Previous Experience Controlling Project Costs

Project	Engineer's Estimate	Awarded Bid Amount	Final Contract Amount	Award to Estimate	% Final to Award	# of Change Orders
Nashville International Airport <i>Runway 2L-20R Reconstruction</i>	\$37,726,883	\$24,261,462	\$24,451,145	-35.7	0.8	0
Nashville International Airport <i>Taxiway T4 and S Reconstruction</i>	\$15,971,134	\$13,150,776	\$12,769,555	-17.7	-2.9	0
Dallas Love Field Airport <i>Taxiway Bravo Rehabilitation, Phase 1</i>	\$12,047,130	\$11,463,204	\$11,098,697	-4.8	-3.2	1
Dallas Love Field Airport <i>Runway 18-36 Rehabilitation</i>	\$3,337,000	\$3,167,483	\$3,058,471	-5.1	-3.4	1

SECTION 2: PROPOSED WORK PLAN AND APPROACH

PROPOSED WORK PLAN AND APPROACH



Proposed Work Plan and Approach

The Garver Team knows airports and how to execute airfield projects, and we understand the unique aspects of working at DEN. We have carefully chosen team members with recent experience working at DEN and other similar airports. As outlined in **Figure 5**, we employ a proven work plan and approach for completing airport improvement projects.

Design Analysis Programming and Preliminary Phase

We understand that the Design Analysis Programming and Preliminary Phase set the foundation for a successful project. During preparation of the Design Analysis Report (DAR), our team will work with DEN staff to clearly define the scope, schedule, and financial constraints for the project. Once the project requirements are clearly identified, we will build consensus between affected stakeholders, including DEN project management, operations, and airlines, to develop objectives and drivers of the proposed project. Once the project drivers are confirmed, we will build alternatives and create a critical path schedule that clearly outlines all project coordination to make sure all stakeholders

and the FAA are clearly informed on the plan for project success. In order to hit the ground running, our team has outlined our project understanding and critical project elements that we believe are crucial to the success of the Taxiway EE Design project.

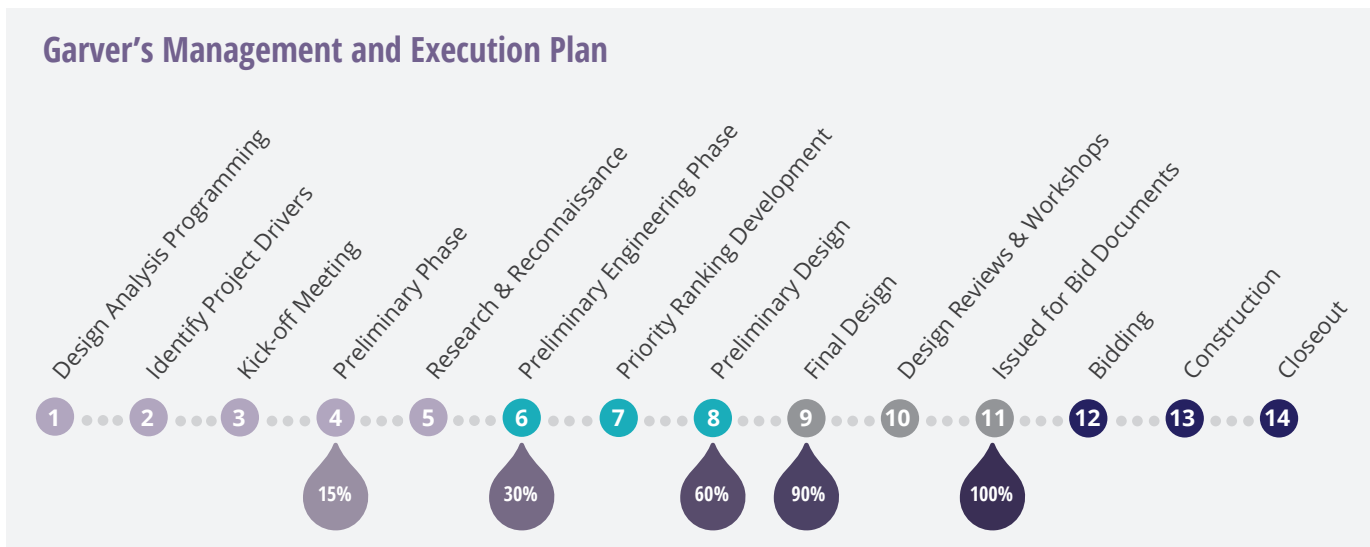
Project Understanding

We understand the scope of work for this project includes design of a new Taxiway EE north of existing Taxiway ED. Taxiway EE will provide access to Runway 17L-35R from Taxiway L and Taxiway M. Construction of the new taxiway provides several benefits to DEN. The new route improves airfield efficiency by reducing the amount of holding time for aircraft utilizing Runway 17L-35R. Taxiway EE will also improve safety by reducing the need for runway crossings of aircraft. The proposed alignment of Taxiway EE will generate multiple project challenges that must be effectively managed.

Critical Project Elements and Approach

The Garver Team understands the challenges involved in Taxiway EE Design and has developed an approach to mitigate them. As shown in **Figure 6** on the following page, we have reviewed each element in depth and developed preliminary

Figure 5: Garver’s Management and Execution Plan



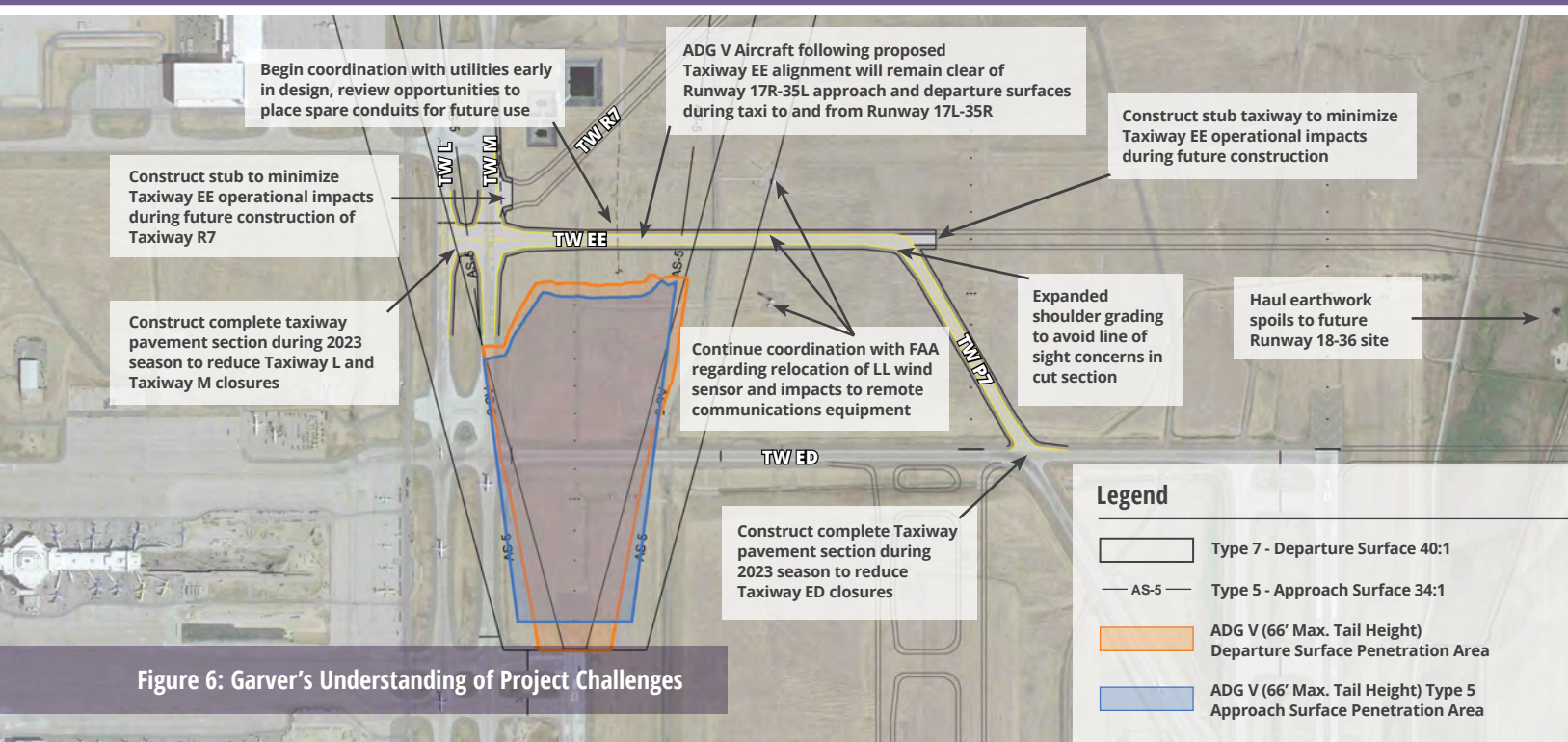


Figure 6: Garver's Understanding of Project Challenges

action plans to mitigate each. Some of the more critical project drivers are further discussed below.

Taxiway Location and Alignment. Locating Taxiway EE the proper distance from Runway 17R is critical for providing the airfield efficiency that is a primary goal of this project. If aircraft tails penetrate the Runway 17R approach or the Runway 35L departure surface, holding will be required, and the efficiency gains of Taxiway EE will be eliminated. Through development of preliminary vertical profiles and analysis of recently updated FAA departure and approach surfaces (see **Figure 7** on the following page), Garver has identified a preliminary location for Taxiway EE that allows ADG V aircraft to safely pass beneath these surfaces without holding.

Another factor in taxiway location is the proximity to existing airfield equipment. Construction of the taxiway will impact the Low Level Windshear Alert System (LLWAS); the Remote Communications Facility (RCO); and the Airport Surface Detection Equipment (ASDE).

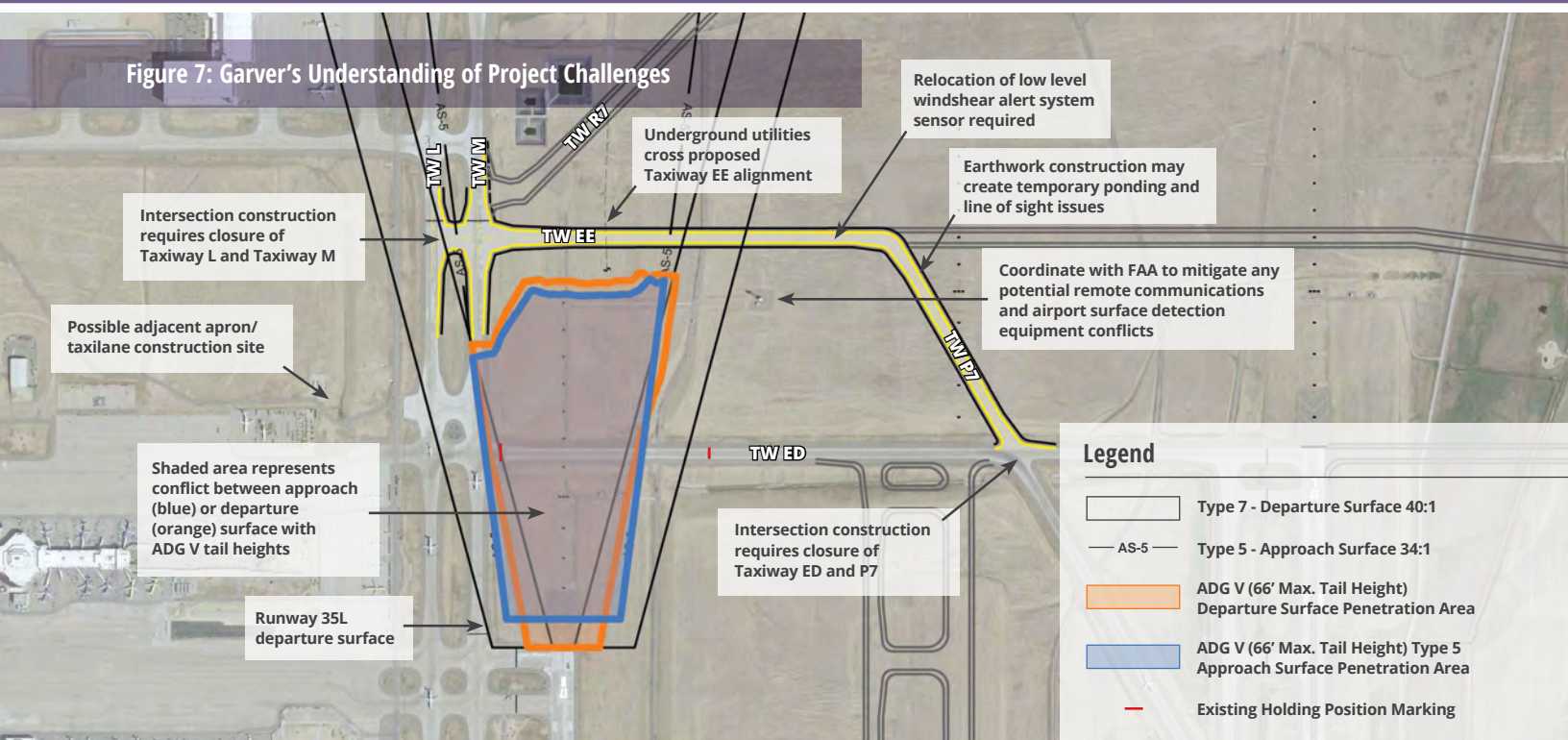
Ultimate Development Considerations.

Determining the project limits with the ultimate development in mind will benefit the airport in future construction. Garver recommends constructing additional pavement on Taxiway EE beyond the bend to Taxiway P7. This will allow

future construction to take place while aircraft use Taxiway EE. Additionally, Garver recommends evaluating the future Taxiway R7 connection at Taxiway M. When Taxiway M is closed for construction of the tie-in with Taxiway EE, the Taxiway R7 connector could also be constructed, reducing the number of construction closures in the future.

Careful consideration must also be given to the vertical profile of Taxiway EE. The vertical profile within the project limits needs to be as high as possible to reduce the amount of cut required on the project. However, if the elevation of Taxiway EE at the end of this project is too high, the future Taxiway EE extension will not be able to hit the planned elevation for Runway 18 within FAA standard profile grades. **Garver has already developed a preliminary profile that meets this criterion.**

The Garver Team will partner with DEN on coordinating these impacts with the appropriate FAA personnel. As highlighted in the proposed schedule provided in Section 3, this coordination is a critical path item and will be a top priority early in design. Garver recently coordinated a \$2.5 million FAA equipment relocation at Louis Armstrong New Orleans International Airport and understands the impact this work can have on design and construction schedules.



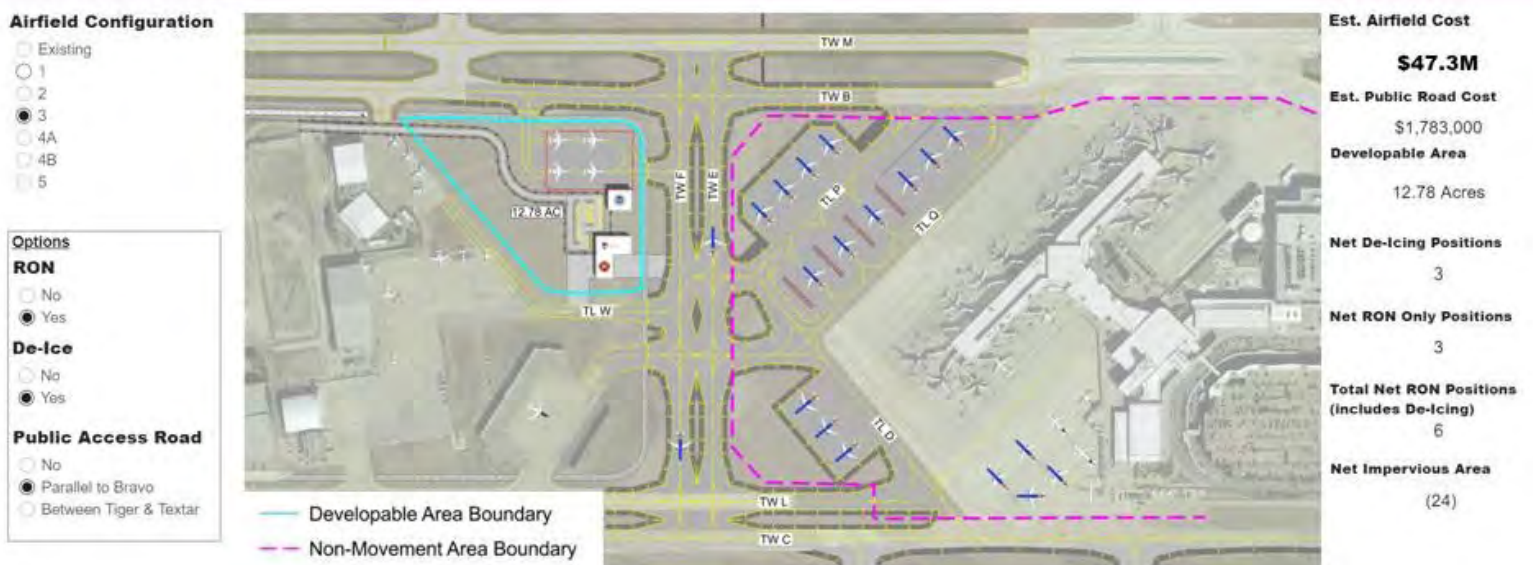
Alternative Analysis. Our goal in the alternative analysis is to quantify all potential cost savings and strategies for minimizing impacts to airfield operations. Review of existing plans and reports and collaboration with our team members who have project experience at DEN will allow us to ensure that improvements are compatible with current and future CIP projects at DEN.

We will develop alternatives and evaluate each alternative to make a collection of

recommendations to DEN's project management team. The alternatives will be evaluated using a life-cycle cost approach with respect to current budget constraints. We will estimate the capital cost of each alternative, along with changes in maintenance and electrical costs. This will provide an objective approach to determine the best cost alternative.

We recommend utilizing Power BI to easily review options. As shown in **Figure 8**, we recently

Figure 8: Alternative Analysis with Power BI (Garver's DAL Crossfield Taxiway Project)



used this tool for our alternative analysis for the Crossfield Taxiway project at Dallas Love Field. This tool allows the team to easily toggle between different alternative features such as cost, construction time, and operational impacts to easily compare the benefits of each alternative.

Contract Documents: 30% and 60% Submittals

Upon acceptance of the preliminary phase, the Garver Team will proceed with the first contract document submittal phase. These early contract document packages will include traffic and phasing plans, complete typical sections, preliminary drawings and specifications, and revised opinion of probable cost. After DEN's review, the project team will meet to discuss comments, QA/QC, and constructability items.

During the first contract document submittal phase, we will develop detailed design plans to incorporate selected alternatives and specifications that incorporate standards. Our plans will include concrete pavement details that clearly show joint width and depth ratios and reinforcement/dowel bar size and lengths. Our specifications will clearly define the scope and payment of mobilization, pipe culvert classifications, and pay items for all work.

Construction Safety and Phasing

The Garver Team values stakeholder input for development of construction phasing plans. Major items will include:

- Project layout plans with designated contractor staging areas, access points, and haul routes
- Specification language that outlines guard positions and escort requirements for access to the airfield construction areas

- Pavement closure plans to prevent construction traffic conflicts
- Penalty provisions for noncompliance with the phasing plan provisions

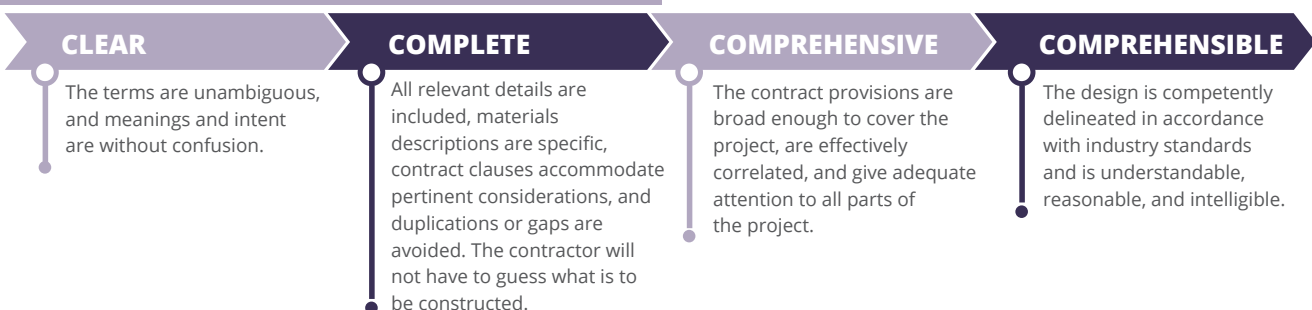
Construction phasing must simultaneously allow the airport to continue operating, protect the customer experience, and give the contractor enough area to minimize mobilizations. The Garver Team has extensive experience preparing detailed construction phasing plans, including route planning for egress around construction sites; barricade phasing and details; temporary lighting and signage modifications; and transition plans to allow occupation of completed phases. These conceptual phasing plans are a starting point that we know will need to be vetted through comprehensive coordination with and input from DEN's project management team and stakeholders.

Contract Documents: 90% and 100% Submittals

The 90% design package will include a complete set of construction documents, including all design drawings and specifications, as well as revised opinion of probable cost. At the beginning of this phase of design, there will be two separate internal reviews: first a discipline cross check review, followed by a constructability review with our RPR and in-house construction services personnel. These reviews will test the construction documents by applying the principle of the Four Cs (see **Figure 9**).

We often work with contractors during the design phase to obtain input on construction methods and equipment requirements. This allows our team to accommodate up-to-date methods and keep bids and budgets low. Most importantly, it minimizes the time of construction and gets the

Figure 9: The 4 Cs of Construction Documents



facility back to normal, with improvements, in the shortest possible time.

Improving constructability of design has numerous benefits. Construction estimators will generally provide more precise pricing that results in lower bids. Detailed, uncomplicated designs result in fewer questions during construction, building trust between the contractor and the engineer and resulting in better quality and earlier construction completion.

Permitting

The Garver Team is knowledgeable in all applicable federal, state, and local agency standards and policies. Our team member **Shrewsberry & Associates (DBE)** has been tasked with making sure that we are diligent in complying with all City of Denver and Denver International Airport requirements and that we meet all expectations prior to beginning construction.

Construction Administration

Garver's approach during the construction phase is unique and effective. Project Manager, Colin Bible, PE, will remain involved throughout construction and closeout. One of Colin's assigned duties during construction will be continuous contact with Construction Manager Mike Mowen, PE (**AECOM**), and Chief Inspector Rex Rice (**Sunland**). Colin will also be on site when requested and will schedule monthly site visits to review compliance with the plans and specifications. He will host weekly progress and construction coordination meetings with the contractor and the inspection team to discuss construction safety, phasing, schedule, and critical path work items. Colin and his team will host a pre-paving workshop for the contractor, their

paving subcontractors, and their paving material suppliers to confirm their full understanding of the specifications and expectations for the paving operations.

The Garver Team knows the best construction administration, observation, and management is delivered by applying proactive, professional oversight to a construction project from start to finish, accomplishing these four goals:

- Controlling time of construction
- Controlling project cost
- Maintaining construction quality in the final product
- Minimizing impact on airport operations

Our team will be there from the start to the finish, participating in all construction progress meetings, handling RFIs, change order management, and submittal reviews.

Project Closeout

Once construction is complete, the Garver Team will provide DEN with a Construction Closeout Manual consisting of record drawings, material submittals and approvals, photographs, reports, and inspection logs, final materials testing and quality control report, summary of change orders and reconciliation, CDPHE NOI, O&M manuals, certification of completion, contractor lien release and warranty documents, final DBE participation report, and all closeout documents.

This project closeout manual is specifically intended to benefit DEN. Our main goal will be to provide one concise document that is easy to navigate and accessible enough to help quickly close out grants or other administrative duties. Our team strives to help you quickly and efficiently complete your responsibilities.

SECTION 3: PROJECT SCHEDULE

PROJECT SCHEDULE



Ability to Maintain Project Schedules

Garver focuses on delivering creative solutions, efficient services, and customer care. We commit to providing outstanding service to our clients through quality planning and design, responsive management, and careful scheduling. Our leadership creates clear lines of communication early in the planning process and closely monitors detailed work plans to make sure project deadlines are met.

We approach each project with a plan for successful delivery developed through extensive experience. Our deep bench of fully trained and experienced aviation professionals allows our firm to meet strict deadlines consistently, and we diligently develop project scopes that minimize the risk of project amendments.

Our close working relationships with clients, the FAA and other regulatory agencies allow us to foresee and mitigate obstacles during submittal and approval. As the project moves forward, we monitor the progress of work, adjust resources, and meet tasks and project milestones, all while keeping the big picture in mind. Our primary goal is to execute the project work scope so that your goals and objectives are met and the project is completed on schedule. **Over the past three years, Garver has met 100% of our aviation project schedules. That's a perfect record on more than 175 projects.**

Commitment to Meeting Schedules and Deadlines

Our record of successfully completing projects on time is due to realistic project scheduling and our ability to mitigate obstacles.

Construction Schedule and Phasing

Garver understands that DEN would like to construct Taxiway EE over two construction seasons beginning with earthwork in Spring 2022 and finishing with base and paving in Spring 2023. Garver recommends further refining this approach as described in this section. (See **Figure 10** on the following page for a visual representation of our proposed phasing plan.)

1 Construction Season 1: Spring 2022

Construct Taxiway EE to the bottom of the proposed cement treated base. This work does not include lime treating the subgrade. FAA specification P-155 requires that lime treated subgrade be covered within 14 days of construction to prevent damage.

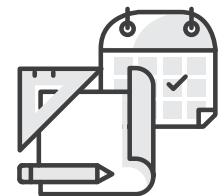
Construct grading for the areas between the Taxiway M TOFA and the Taxiway ED TOFA to minimize disruptions to airfield operations during this work.

Because Taxiway EE is primarily in cut, drainage between construction seasons is critical. To prevent ponding in the construction area, Garver recommends grading ditches and constructing drainage infrastructure that will tie into the existing underdrain systems on Taxiway M and Taxiway ED or the existing drainage ditch system.

GARVER'S AVIATION
TEAM HAS MET

100%

OF OUR DESIGN DEADLINES IN
THE PAST 3 YEARS
(THAT'S OVER 175 PROJECTS)



2 Construction Season 2: Spring 2023

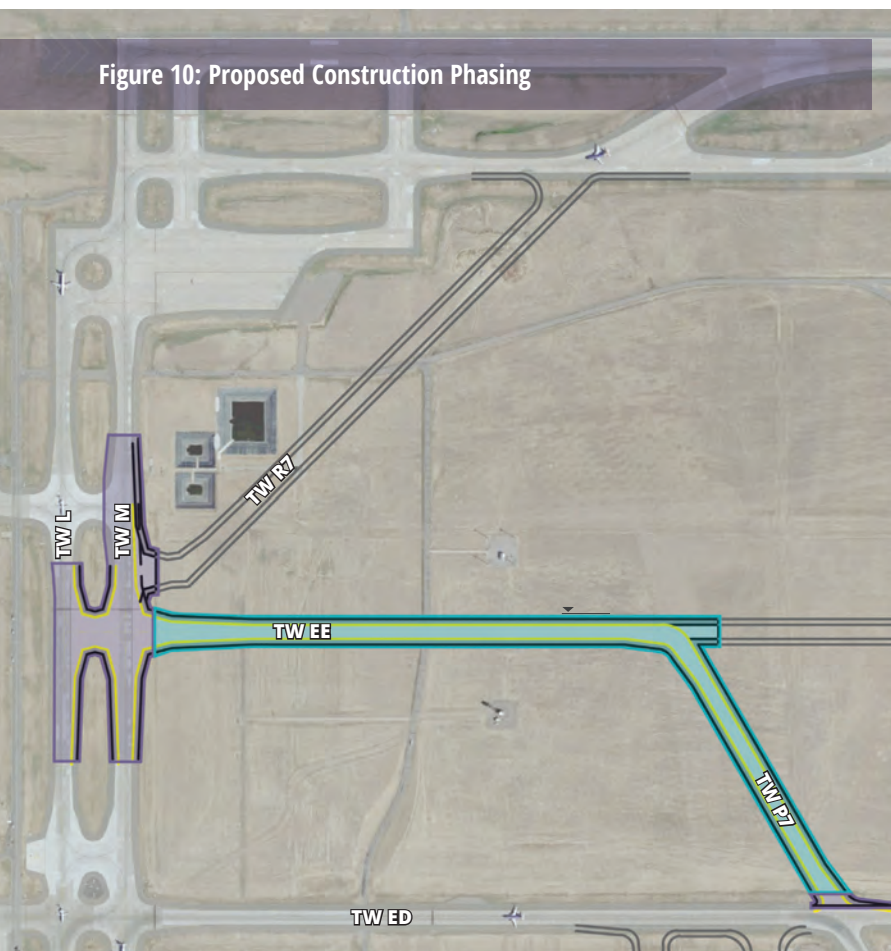
Construct remaining pavement section started in the Spring 2022 work. This includes lime treated subgrade, cement treated base and concrete pavement.

Construct the entire pavement section inside of Taxiways L, M, and ED safety areas. Phase this work to always allow either Taxiway L or Taxiway M to be available to aircraft during construction.

Completing the entire section inside existing taxiway safety areas during the Spring 2023 project reduces the duration of time when Taxiways L, M, and ED are inaccessible due to construction.

Work inside the Taxiway ED safety areas has the greatest impact on operations when DEN is in south flow conditions and Runway 17L is used for departures. Based on 2019 noise study and FAA Traffic Flow Management System Counts, 13.8% or approximately 44,000 departures per year utilize Runway 17L for departure. Based on historical prevailing wind data, performing this work in April when prevailing winds are from the north may reduce the amount of departures impacted by construction.

Figure 10: Proposed Construction Phasing



TW EE and TW P7 Proposed Pavement Phasing



TW L and TW M Proposed Pavement Phasing



Figure 11: Proposed Project Schedule

DESIGN

TASK NAME	Days	Start	Finish	2021				2022				2023						
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
Design Kickoff Meeting	1	5/3/21	5/3/21	◆														
Level D SUE	10	5/3/21	5/12/21															
FAA Reimbursable Agreement	40	5/3/21	6/11/21	■														
Preliminary Phase (15%)	26	5/3/21	5/28/21	■														
Alternative Analysis Review Meeting	1	5/28/21	5/28/21	◆														
Preliminary Engineering Phase (30%)	80	5/31/21	8/18/21	■														
CATEX Development	24	5/31/21	6/23/21	■														
FAA - Equipment Relocation Design	120	6/14/21	10/11/21	■														
Conceptual Design Review	15	8/19/21	9/2/21															
Conceptual Design Review Meeting	1	9/3/21	9/3/21			◆												
Preliminary Design (60%)	50	9/6/21	10/25/21			■												
Preliminary Design Review	15	10/26/21	11/9/21															
Preliminary Design Review Meeting	1	11/10/21	11/10/21				◆											
Final Design (90%)	40	11/11/21	12/20/21			■												
Final Design Review	15	12/21/21	1/4/22															
Final Design Review Meeting	1	1/4/22	1/4/22				◆											
FAA Reimbursable Agreement - Construction	42	1/5/22	2/15/22					■										
Issued for Bid Documents (100%)	15	1/5/22	1/19/22															

CONSTRUCTION

TASK NAME	Days	Start	Finish	2021				2022				2023						
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
Advertisement, Bidding, and Council Package Preparation (Stage 1)	89	1/20/22	4/18/22					■										
Stage 1 Construction																		
Pre-Construction Meeting	1	5/2/22	5/2/22								◆							
Badging, Permitting, Mobilization	30	5/2/22	5/31/22								■							
Construction	120	6/1/22	9/28/22								■							
FAA Equipment Relocation	120	6/1/22	9/28/22								■							
Stage 2 Construction																		
Advertisement, Bidding, and Council Package Preparation (Stage 2)	89	8/25/22	11/21/22													■		
Pre-Construction Meeting	1	2/1/23	2/1/23															◆
Badging, Permitting, Mobilization	61	2/1/23	4/2/23															■
Construction (Outside of TSA Areas)	135	4/3/23	9/11/23															■
Construction (Area inside TW ED TSA)	45	4/3/23	8/15/23															■
Construction (Area inside TW M TSA)	45	5/18/23	7/1/23															■
Construction (Area inside TW L TSA)	45	7/2/23	8/15/23															■

Demonstrated Ability to Meet Aggressive Schedules

The best evidence for Garver's ability to complete projects within a timely manner and within the schedule and budget is past performance. Garver consistently meets design deadlines within the amount contracted for design phase services. We also work with contractors and airport staff to minimize cost increases during construction. Even with additional features added to projects after bidding, **Garver maintains an average variance of only 1-2 percent of construction costs between bidding and construction closeout on airport projects** for which we provide construction administration and observation.

Examples of Meeting Aggressive Deadlines

Below are several examples of Garver's experience meeting aggressive schedules and deadlines for our clients:

NASHVILLE INTERNATIONAL AIRPORT | Runway 2L-20R Reconstruction

Completion Schedule: 3 weeks

The Metropolitan Nashville Airport Authority (MNA) selected Garver to provide design, bidding, and construction administration services to reconstruct Runway 2L-20R. As the project neared the 30% milestone in the design process, the FAA notified the MNA of potentially available discretionary funding if an application based on bids could be received in six weeks. Given the requirement to advertise the project for a minimum of three weeks before the bid date, this left the Garver design team three weeks to complete design. By mobilizing additional resources throughout our firm, Garver completed the design and delivered the project to MNA on the required due date.

HUNTSVILLE INTERNATIONAL AIRPORT | Group VI Improvements Program

Completion Schedule: 3 months

In order to capture grant funding, Garver completed the field geotechnical analysis and topographic survey within a couple of weeks while concurrently completing the project analysis and beginning design. The first phase (\$12,000,000) of the project was advertised for bids in just under three months allowing the airport to secure grant funding for the project.

OKLAHOMA TURNPIKE AUTHORITY | Turner Turnpike Design

Completion Schedule: 7 months

Garver performed a detailed corridor study to determine the future roadway needs for a 20-mile corridor along Turner Turnpike (I-44), a toll facility linking Tulsa to Oklahoma City. The study included a comprehensive analysis to expand the corridor and involved evaluating existing and future traffic conditions, investigating environmental impacts, designing the expansion alternatives (including interchange options for three interchanges), and estimating construction costs, utility relocations, and right-of-way acquisition. Design schedule was compressed to seven months to meet the OTA needs, requiring close coordination between all four design consultants within the corridor and the corridor manager. Biweekly design meetings were held to streamline the decision making process and provide uniformity in plans. Garver was also selected as a member of the corridor management team to assist with the knowledge transfer of the corridor from the 2012 study completed by Garver. Garver also provided services to develop design guidelines, specific to the corridor, for lighting, signing and striping and drainage as well as a special provision for the turf reinforcement mat.

SECTION 4: KEY PERSONNEL

KEY PERSONNEL



With over 800 engineers, planners, architects, surveyors, technicians, and administrative support personnel on staff, Garver has the capacity to accomplish all aspects of your airport improvement projects, including planning, design, and construction. The Garver Team features the dedicated staff needed to meet each phase of your project, plus the support personnel to help your project run smoothly. We have organized a team that will provide expertise and responsive service and will initiate, oversee, and complete your airport improvement projects while following the procedures, guidelines, and criteria dictated by the FAA. The following pages provide an overview of the Garver Team that will be working on this project, as well as more information about our key personnel’s experience and expertise.

Aviation Design Center Capabilities

Garver places a high value on providing quality and complete project design documents. In support of this value, we created an Aviation Design Center with multi-disciplinary experts who focus on innovative design solutions for our most complicated projects. The Aviation Design Center allows us to incorporate design solutions from

across our footprint into every project that we take on. One of the “sweet spots” for our Aviation Design Center is taxiway design at hub airports. **Over the past two years, Garver’s Aviation Design Center has completed design on over \$350 million in taxiway design improvements at over 10 hub airports.**

Team Organization

The Garver Team is organized to provide the expertise and responsive service you require while remaining flexible to inevitable changes. Our Team will initiate, oversee, and complete the Taxiway EE Design project while following the procedures, guidelines, and criteria dictated by DEN and the FAA.



The Garver Team Difference
We believe that our team is structured to deliver.

Figure 13 on the following page provides an organizational chart of the Garver Team that will be working with DEN. We have also provided resumes with more detailed information about our key personnel’s experience and expertise in **Appendix A**.

Figure 12: Project Team Participation

TEAM PARTNER	%	PARTICIPATION								
		10%	20%	30%	40%	50%	60%	70%	80%	90%
Garver	48%	[Bar extending to 48%]								
Shrewsberry & Associates (DBE)	3%	[Bar extending to 3%]								
Goodbee & Associates (DBE)	1%	[Bar extending to 1%]								
Alfred Benesch & Company	14%	[Bar extending to 14%]								
Pinyon Environmental (DBE)	1%	[Bar extending to 1%]								
105 West (DBE)	2%	[Bar extending to 2%]								
Geocal (DBE)	9%	[Bar extending to 9%]								
Faith Group (DBE)	1%	[Bar extending to 1%]								
AECOM	8%	[Bar extending to 8%]								
Sunland Group (DBE)	13%	[Bar extending to 13%]								



Figure 13: Organizational Chart of the Garver Team



Denver International Airport
Brent Nichols, PE



DESIGN PHASE

QA/QC
● Jason Frank, PE

PROJECT MANAGER
● Colin Bible, PE

Principal in Charge
● Frank McIlwain, PE

ELECTRICAL/NAVAIDS DESIGN AND FAA COORDINATION

- Eric Farmer, PE
- Matthew Lemay, PE
- Jared Parr, PE

AIRFIELD GEOMETRY

- Ryan Sisemore, PE, ENV SP
- Adam White, PE
- Mitchell McAnally, PE, PMP

PROJECT CONTROLS

- Ronny Warren, PMP, CPC, AIC
- Erik Essert

DESIGN SUPPORT

Safety Risk Management

- Dave Fleet

Safety/CSPP

- Nathan Polsgrove, A.A.E., IAP, ACE
- Tim O'Krongley, A.A.E., IAP, IACE
- Jason Fuehne, PE

Environmental

- Robyn Kullas

Drainage

- Bill Epp, PE, SE
- Burt Weathersbee, PE, CFM

Utility/Drainage Design

- Bill Epp, PE, SE

Subsurface Utility Engineering

- Deborah Snyder, PE, LEED AP

Pavement Design

- Kyle Bennett, PE

COD Permitting

- Matt Nutter, PE
- Landen Yasuda, PE
- Jake Hoban, PE

Surveying

- Robert Maestas, PLS

Geotechnical

- Nur Hossain, PhD, PE

Demo/Markings/Joints

- Matt Nutter, PE
- Alexandra Tweedle, PE
- Andy Beil, PE, VMA
- Brett Holt, PE

CONSTRUCTION PHASE

PROJECT MANAGER

- Colin Bible, PE

CONSTRUCTION MANAGER

- Mike Mowen, PE

CONSTRUCTION SUPPORT

Document Control

- Keith Usher, VMA

Materials Testing

- Nur Hossain, PhD, PE

Chief Inspector

- Rex Rice

Cost Control

- Stuart Hoelman, CPE

Scheduler

- Guy Mapstone, EIT, PMP
- Elliott Shepherd, CPS, PMI-SP

Civil Inspection

- James Cannon, EI
- Robert Grubb, CCCA

Electrical Inspection

- Jackie Meyer

LEGEND


- Garver
- Shrewsbury & Associates (DBE)
- Goodbee & Associates (DBE)
- Albert Benesch & Company
- Pinyon Environmental (DBE)
- 105 West (DBE)
- Geocal (DBE)
- Faith Group (DBE)
- AECOM
- Sunland Group, Inc. (DBE)

Bold indicates resume is provided in Appendix A.



Subconsultants


Garver has augmented our team with local and national experts to complement our in-house services. These respected subconsultants will serve as a cohesive extension of our staff, adding tangible value to the overall team and the deliverables we provide to Denver International Airport.

 **Shrewsberry & Associates** is a national DBE/MBE engineering consulting firm known for their commitment to quality, client service, and community enrichment.

Shrewsberry offers a wide range of services pertaining to aviation engineering including design, planning, construction administration, and project management. **Shrewsberry has worked on eight projects at DEN with a total value of \$245 million, and staff member Matt Nutter, PE, has 10 years of experience working at DEN.**


Role on Project
Demo/Markings/Joints
COD Permitting



 **Goodbee & Associates, Inc.** is a Colorado-based, woman-owned technical consulting firm providing civil engineering, landscape architecture, and environmental compliance. Goodbee specializes in subsurface utility engineering investigations, wet and dry utility design, and utility coordination to minimize utility conflicts and facilitate utility relocations. **They are currently providing utility coordination support on the DEN 2017 Real Estate On-Call and several task orders under this contract.**


Role on Project
Subsurface Utility
Engineering




 **105 West, Inc.** is a Denver-based, DBE-certified consulting firm offering professional land surveying services to both public and private clients. 105 West has built a reputation for providing cost-effective solutions to modern-day survey challenges on time and under budget, and their staff has proven expertise safely producing accurate design surveys, ownership maps, right-of-way surveys, and control diagrams for all modes of transportation. **They have provided surveying services for several projects at DEN.**

Role on Project
Surveying



 **Alfred Benesch & Company (Benesch)** is a multi-disciplined engineering and professional services firm that has provided transportation planning and engineering services throughout Colorado for over 55 years. Benesch offers technical expertise on both airside and landside improvement projects, plus the capacity to serve active airport environments safely and efficiently. Benesch has provided design, planning, survey, geotechnical investigation and construction services for commercial airports throughout the country, including DEN. **Benesch has completed 26 projects at DEN totaling nearly \$100 million.**

Role on Project
Drainage
Utilities/SS/Design
Demo/Markings/Joints

 **Pinyon Environmental, Inc.** is a Colorado-based, woman-owned consulting firm, and certified MWBE, DBE, and SBE with over 27 years of demonstrated environmental consulting experience for a variety of clients in the private and public sectors. Headquartered in Lakewood, Colorado, the firm has satellite offices in Colorado Springs and Loveland. The firm employs approximately 70 environmental professionals, including National Environmental Policy Act (NEPA) specialists, engineers, biologists, historians, air/noise quality specialists, field technicians, regulated materials specialists, and support staff. **Pinyon has supported environmental services on 15 DEN projects.**

Role on Project
Environmental





Geocal, Inc. is a professional services DBE-certified engineering firm providing expertise in geotechnical engineering, construction management, inspection, and testing services. In the past 31 years, they have completed more than 6,000 projects in Colorado and the western United States, mostly along Colorado’s Front Range. Their geotechnical projects are primarily associated with transportation and infrastructure for CDOT, RTD, counties, cities, and other municipalities. **Geocal has provided services for 10 DEN projects, and their field staff maintains DEN badges for airside access.**

Role on Project
Geotechnical
Materials Testing



Faith Group, LLC is a certified DBE consulting firm with more than 65 highly skilled professionals, most with more than 25 years of experience in airport safety, risk assessment and management, airport and airline operations, security, information technology, and emergency command and control systems planning and design. **Faith Group has prepared more than 65 Part 139 Risk Assessments and Safety Assessments for FAA Order 5200.11 issues, hot spot, and other geometry challenges for various airports and has facilitated the development and implementation of over 15 Safety Management System (SMS) programs.**

Role on Project
Safety Risk Management



AECOM has been a proud partner of DEN for many years, including on the current QAISIS contract and active engagements in GIS, IT, and facility condition assessment services. AECOM has over 50 aviation personnel in Colorado and 1000+ staff nationwide dedicated to aviation, planning, engineering, program/construction management and inspection, and information technology/systems consulting services. Over the last 50 years, AECOM has been responsible for more than \$100B in airport capital development throughout North America at most of the FAA’s top 50 airports. **AECOM has worked on over 100 projects at DEN, supporting 50+ civil infrastructure projects in the last five years.**

Role on Project
Construction Management
Civil Inspection



Sunland Group, Inc. is a woman-owned multi-disciplinary firm offering architecture, civil engineering, program and project management, construction management, and land planning services. Sunland has completed more than 400 major projects with a total construction value of more than \$15 billion. Their construction management professionals provide oversight, leadership, and direction for projects from design through construction. **Sunland has provided project and construction management services at DEN since 2004.**

Role on Project
Document Control,
Chief Inspector, Scheduler,
Cost Control, Civil Inspection,
Electrical Inspection



Figure 14: Addresses and Employee Counts for the Garver Team

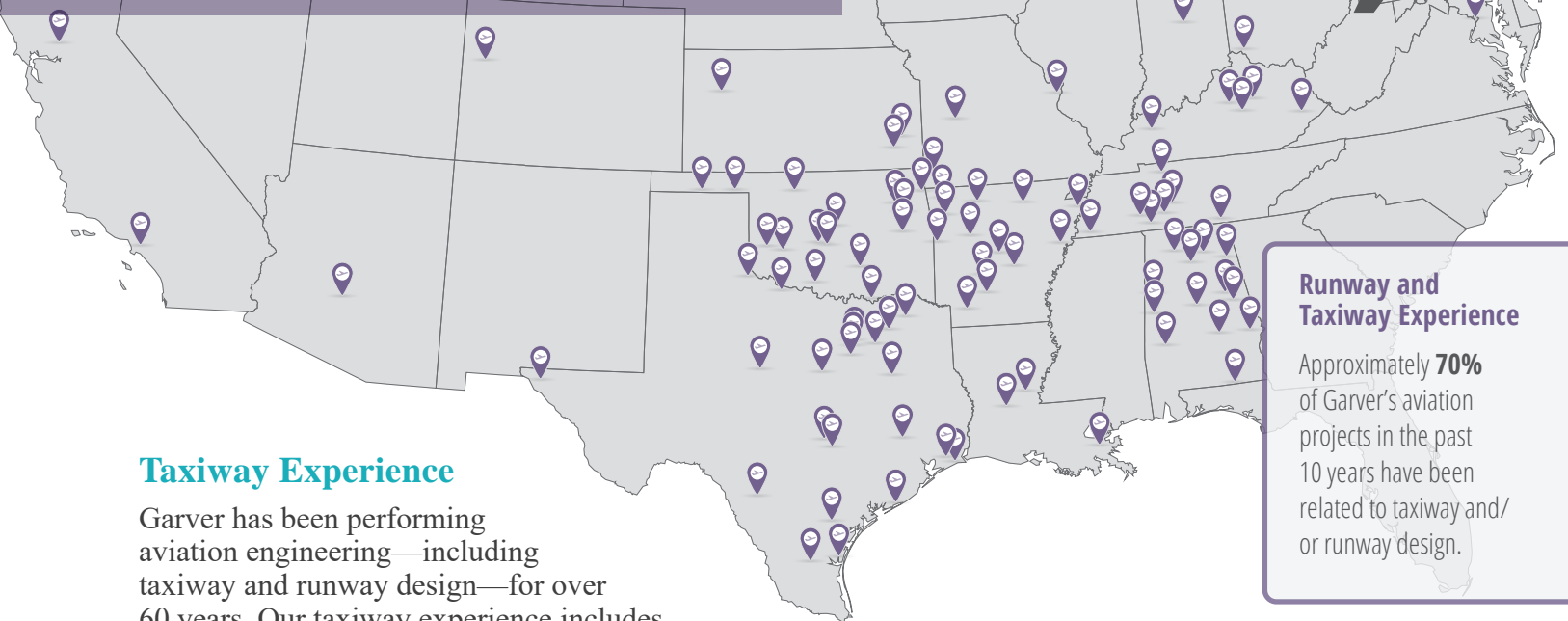
	Firm	Address	Local Staff	Professional Staff	Support Staff	Total Staff
NON-DBE	Garver	5251 DTC Pkwy., Ste. 420, Greenwood Village, CO 80111	9	7	2	799
	Alfred Benesch & Company	7979 E. Tufts Ave., Ste. 800, Denver, CO 80237	40	27	5	775
	AECOM	7595 Technology Way, Ste. 200, Denver, CO 80237	450	402	48	56,661
DBE	Shrewsbury & Associates	2696 S. Colorado Blvd., Ste. 460, Denver, CO 80222	20	20	0	95
	Goodbee & Associates	1658 Cole Blvd., Ste. 190, Lakewood, CO 80104	20	20	2	20
	Pinyon Environmental	3222 S. Vance St., Unit 200, Lakewood, CO 80227	61	51	10	69
	105 West	4201 E. Yale Ave., Ste. 230, Denver, CO 80222	11	3	8	11
	Geocal	7290 S. Fraser St., Centennial, Co 80112	35	33	2	46
	Faith Group	3101 S. Hanley Rd., St. Louis, MO 63143	2	2	0	69
	Sunland Group	110 16th Street, Ste. 502C, Denver, CO 80202	8	6	2	43



SECTION 5: COMPANY EXPERIENCE AND QUALIFICATIONS

COMPANY EXPERIENCE AND QUALIFICATIONS

Figure 15: Garver's Taxiway and Runway Experience

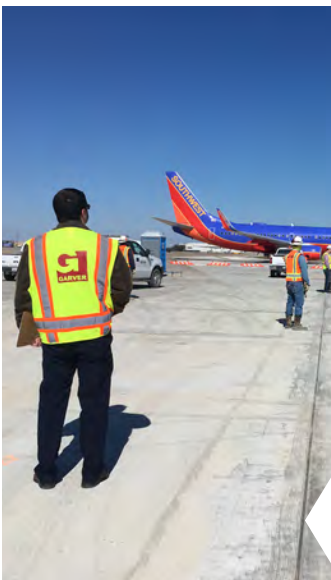


Runway and Taxiway Experience

Approximately **70%** of Garver's aviation projects in the past 10 years have been related to taxiway and/or runway design.

Taxiway Experience

Garver has been performing aviation engineering—including taxiway and runway design—for over 60 years. Our taxiway experience includes projects of varying complexities at airports of all sizes, including new construction, extension, widening, strengthening, and rehabilitation for air carrier, general aviation, and military facilities. Projects have included straightforward mill and overlay rehabilitations; full-depth reconstruction of both asphalt and concrete pavements; crack and joint repair; and new construction including the design of taxiway alignments and intersections. Our designers and project managers continually update their practices to incorporate both the latest FAA standards and Garver's experience on taxiway projects across the nation to provide creative solutions that meet updated safety requirements.



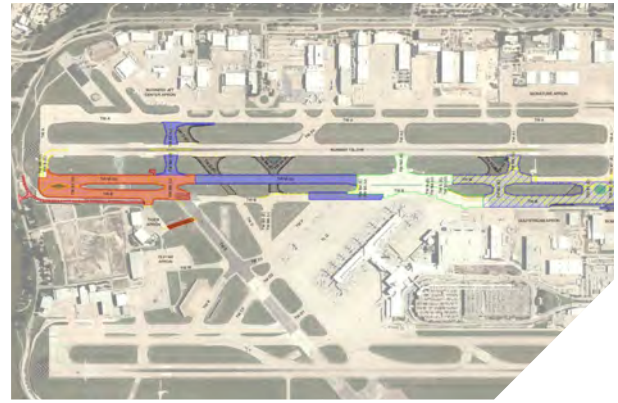
“

Garver's knowledge of FAA criteria and procedures has improved the planning and execution of our projects. They have been very responsive to our needs and given us timely updates and guidance throughout design and construction. Garver has delivered on their pledge to meet project schedules and even meet accelerated deadlines when needed. They go above and beyond by understanding the needs of the airport tenants, collaborating with our staff, and providing customized solutions. Garver has been more than just a consultant—they have been a trusted partner for delivering quality projects on time and within budget.

—Cliff York

Third Tier Executive, Capital Development Program, City of Dallas

DALLAS LOVE FIELD AIRPORT TAXIWAY BRAVO REHABILITATION



LOCATION

Dallas, TX

OWNER

City of Dallas

CONTACT

Anthony Andrews, PE, PMP

Senior Program Manager

214-671-1899

anthony.andrews@
dallascityhall.com

CONTRACT VALUE

\$55,748,698

GROSS FEES

\$11,254,547

SUBCONSULTANTS

Corgan (2%)

Arrendondo, Zepeda &
Brunz (DBE) (7.74%)

EJES (DBE) (8.40%)

Southwestern Testing
(DBE) (6.20%)

Terracon (0.12%)

Dallas Aerial Services (DBE)
(0.06%)

Atkins North America
(22.77%)

Williams CM Group (DBE)
(2.71%)

YEAR COMPLETED

2016 (design)

2018 (construction)

Project Description/Scope of Work

For the rehabilitation of Taxiway Bravo from the Runway 31R end to the Runway 13L end, Garver developed a four-phase approach that was designed and constructed over several fiscal years.

Phase I reconstructed Taxiway Bravo around the newly constructed terminal. This project reconfigured non-standard “Y” taxiway connectors for Runway 13L-31R, reconstructed over 50,300 square yards of 18-inch concrete pavement, and completed construction in four phases to maintain continuous aircraft access and keep all terminal gates open throughout construction.

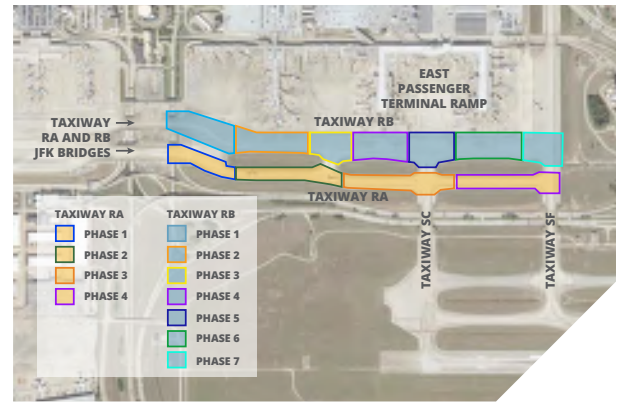
Phase II reconstructed Taxiway Bravo between the Runway 13L end to Taxiway E and constructed a new parallel taxiway, designated as Taxiway M, between the Runway 13L end to Taxiway D. This phase constructed over 63,000 square yards of 18-inch concrete. Construction of new parallel Taxiway M required the relocation of the Runway 13L glideslope antenna and RVR to meet SA CAT II standards. This phase also included analyzing pilot situational awareness in selecting the ILS hold-position marking and signage locations so that marking visibility could be maintained when aircraft are holding on the taxi behind the Runway 13L displaced threshold. The project relocated the existing Surface Weather System (SWS) and ASOS and improved the drainage outfall into nearby Bachman Lake by utilizing an underground stormwater detention system.

Phases III and IV were combined to enable the airport to accelerate the schedule ahead of the Runway 13R-31L reconstruction project. These projects connected Taxiway M to become a full parallel taxiway for Runway 13R-31L, allowing operations to maximize a dual parallel taxiway system when the airport is down to one runway.

Outcome/Result and Value Added

- Phasing allowed all terminal gates to remain open
- Reconstructed over 242,000 square yards of concrete pavement
- Improved drainage inside and outside of the airport with underground detention
- Relocated ASOS and Glide Slope Antenna

GEORGE BUSH INTERCONTINENTAL AIRPORT REHABILITATION OF TAXIWAYS RA, RB, SA, AND SB



LOCATION

Houston, TX

OWNER

Houston Airport System

CONTACT

Chad McGhee
Construction Manager
281-233-1695
chad.mcgee@
houstontx.gov

CONTRACT VALUE

\$70,000,000

GROSS FEES

\$5,218,972

SUBCONSULTANTS

HVJ Associates (DBE)
(3.5%)
CP&Y (2.5%)
HT&J (DBE) (12%)
RODS Subsurface
Utility Engineering
(DBE) (2%)
Jacobs Engineering
(7.5%)
PGA Engineers (DBE)
(4%)
RDM International
(DBE) (9%)

YEAR COMPLETED

2023 (estimated)

Project Description

Garver is providing design and construction administration services for the rehabilitation of Taxiways RA, RB, SA, and SB at George Bush Intercontinental Airport. Taxiways RA, and RB will be designed for FY 2021 construction, while Taxiway SA and SB will be designed for construction in FY 2022.

Design elements also include taxiway geometry modifications required to conform with Taxiway Design Group VI standards. Drainage upgrades and corrections are required for all taxiways to address erosion issues and recent changes in local drainage requirements due to Hurricane Harvey.

Scope of Work

The project requires various types of rehabilitation, including the complete reconstruction of Taxiways RA and SA; joint repairs, partial depth repairs, and PCC panel replacement for Taxiway RB; and a resurfacing and repair project proposed for Taxiway SB to extend the pavement life an additional 10 years.

Outcome/Result and Value Added

- Worked closely with the Houston Airport System and its stakeholders to develop a set of construction documents that prioritizes the needs of the operations of IAH primary stakeholders while providing safe, efficient work areas for construction to take place
- Set construction areas based on jet blast projections and taxiing routes of aircraft in order to minimize impacts to the operations in and around Taxiways RA and RB

LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT TAXIWAY G EXTENSION



LOCATION

New Orleans, LA

OWNER

New Orleans
Aviation Board

CONTACT

James McCluskie
*Deputy Director of
Aviation, Planning,
Development, and
Construction*
504-464-0831
jamesm@flymsy.com

CONTRACT VALUE

\$55,000,000

GROSS FEES

\$3,800,000

SUBCONSULTANTS

MSMM Engineering
(DBE) (25%)
Shrewsbury &
Associates (DBE) (7%)
Civil Design &
Construction (DBE)
(5%)
Terracon (4%)
Faith Group (DBE) (1%)
NY Associates (7%)

YEAR COMPLETED

2021 (estimated)

Project Description

Garver is providing design and construction administration services for the extension of Taxiway Golf and Taxiway Bravo at New Orleans International Airport. Taxiway G will primarily serve a new terminal facility opened recently on the north side of the airport. In its current condition, Taxiway G does not extend to the Runway 11 threshold, and aircraft departing from Runway 11 are required to cross the active runway at Taxiway A to access Runway 11. Extending Taxiway G from its intersection of Taxiway A to the Runway 11 threshold will provide much more efficient access to the runway threshold, and aircraft will no longer be required to cross an active runway in order to depart from Runway 11.

Garver coordinated with multiple stakeholders to establish detailed safety and phasing plans identifying aircraft routes to minimize the duration of runway crossings to access the Runway 11 threshold during construction.

Scope of Work

The project includes a 2,300-foot extension of Taxiway G from its intersection of Taxiway A to the Runway 11 threshold; extension of Taxiway B to intersect Taxiway G; realignment of the vehicle service road; construction of a bypass taxiway near the Runway 11 threshold; perimeter fence relocation; installation of new taxiway edge lighting, signage, runway guard lights and associated infrastructure; relocation of existing utilities (including water, sewer, electric, and fiber optic); and relocation of FAA equipment.

Outcome/Result and Value Added

- Design allows aircraft departing the new terminal to take off from Runway 11 without impacting runway operations
- Increases the capacity of the airport by keeping aircraft out of the runway safety area

SECTION 6: PROJECT MANAGEMENT CONTROLS

PROJECT MANAGEMENT CONTROLS



The Garver Team is committed to establishing and executing projects controls for DEN. In this section we have outlined our approach to project controls, types of monitoring systems, tools for review, and measures for success.

Processes, Systems, and Tools Deployed to Manage Design Cost and Schedule Management

The Garver Team's proven approach to project controls provides a solid framework for delivery of the varied and inter-related DEN taxiway objectives. Our process is designed to track a project through the entire life cycle, from study through design and construction to final hand off. Continuous communication provides the input from which insight about project progress, cost, and critical next steps are derived. Our project controls team works hand-in-hand with our project manager to review the data and make informed decisions about prioritization, resource allocation, and next steps. **Our project controls team's efforts on recent projects have saved millions of dollars and focused hours of effort.**

Cost and schedule are the primary focus for project controls. The Garver Team's cost and scheduling process combines state-of-the-art technology with decades of experience. We use Primavera P6 Enterprise Professional Project Management (P6 EPPM) as our cost and scheduling tool combined with business

intelligence reporting capability to clearly share a project's current status. Our team seeks out issues that are most important for the project by partnering with the owner and project manager and reporting those critical details. Our process also supports life-cycle development by establishing an appropriate level of detail within the schedule for the phase of development. The correct level of detail in cost and schedule allows us to provide accurate progress through the design phase of the project. The Work Breakdown Structure (WBS) is the backbone of the schedule, and our process allows integration of schedule activities and sequencing that defines interdependency within the schedule. Clearly defined interdependencies allow us to understand performance issues or know when input is needed from others.

A WBS will be developed in logical work groups to allow analysis and multiple views of the schedule. As experienced in similar airport pavement rehabilitation and reconstruction projects, we plan to include the following known critical development activities in the WBS.

Scheduling Multiple Concurrent Projects/Task Orders

The Taxiway EE Design at DEN is a complex project. This pavement infrastructure of Taxiway M, L, and ED are heavily utilized with aircraft and are key for numerous operations. Additionally, we understand that Runway 16R-34L will be closed during a portion of this project and it is critical to make sure that aircraft traffic flow is optimized during construction.

The Garver Team's process uses the schedule to perform construction phasing analysis to optimize the construction schedule and time of expenditure of federal and local funds. A cost-loaded schedule with project performance periods and milestones is used for the optimization. Once optimized, the schedule serves as the basis for validating the baseline project schedules developed by the contractors.

▶ ADVANTAGES OF MANAGING PROJECTS WITH PRIMAVERA:

- Schedule and control large-scale projects
- All information is cloud-based
- Access records of previous projects
- Track earned-value performance during each performance period

Quality Assurance and Quality Control Integration with the Schedule

We will integrate our Quality Control Plan (QCP) (described on page 1) into the work flow of project and program schedules. Planning time for quality assurance and quality control reviews while we establish the work breakdown structure will help make sure the project stays on schedule and finishes with quality results.

Shop Drawing Preparation, Material Approval Procurement, and Delivery

The submittals, procurement fabrication, and delivery work breakdown elements typically include the layout plans and product data for the equipment that must be approved, fabricated, and delivered in time for installation within the sequence of work.

Identification of Critical Long-Lead Time Materials

We typically include long-lead items as summary activity items in the schedule. We include provisions for scheduling and tracking of the procurement cycle of these items as they impact the installation process during construction.

Mobilization and Equipment Staging

During the start of the construction phase, we typically include provisions for staging and mobilizing major materials on the construction site as well as installing temporary facilities and initial site safety inspections.



































Team Selection Process

Our team-building strategy centers on equity—we want partners that will provide innovative solutions, offer constructive criticism, and accept the same in return, in order to successfully deliver Taxiway EE Design. We handpicked our partners based on their strengths and experience at DEN to complement our aviation expertise. See **Figure 16** for a matrix of additional factors we considered in creating our team.

Software and Methods for Keeping Projects on Target

We understand how to lead teams and manage them with proven systems. The Garver Team has a dedicated team of project controls specialists focused solely on developing tools to support airport sponsors and design teams in maintaining

Figure 16: Subconsultants' DEN Experience, References, and Reviews

Firm	Relevant DEN Experience	DBE Certified	Reference Check	No Negative Reviews From DEN
Alfred Benesch & Company				
Shrewsbury & Associates				
Pinyon Environmental				
105 West				
Faith Group				
Goodbee & Associates				
Geocal				
AECOM				
Sunland Group				

project schedules and budgets. Our team will develop project controls to integrate the anticipated funding program, design schedules, and construction schedules to monitor the overall project timeline and ensure its successful, on-time completion. We will establish metrics to measure design progress so the project can then be monitored and controlled through dashboard reporting.

For construction administration, we have teamed with **Sunland Group (DBE)**, who has provided schedule, cost, and document control for construction projects at DEN for 16 years. Similar to their role on other DEN projects, they

will provide tracking of the contractors' scope, schedule, and budget reporting utilizing P6, Unifier, and Textura. Our team will establish a baseline schedule based on durations, activity sequencing, and contract details, and we will measure contractor execution against the baseline to produce earned value reports.

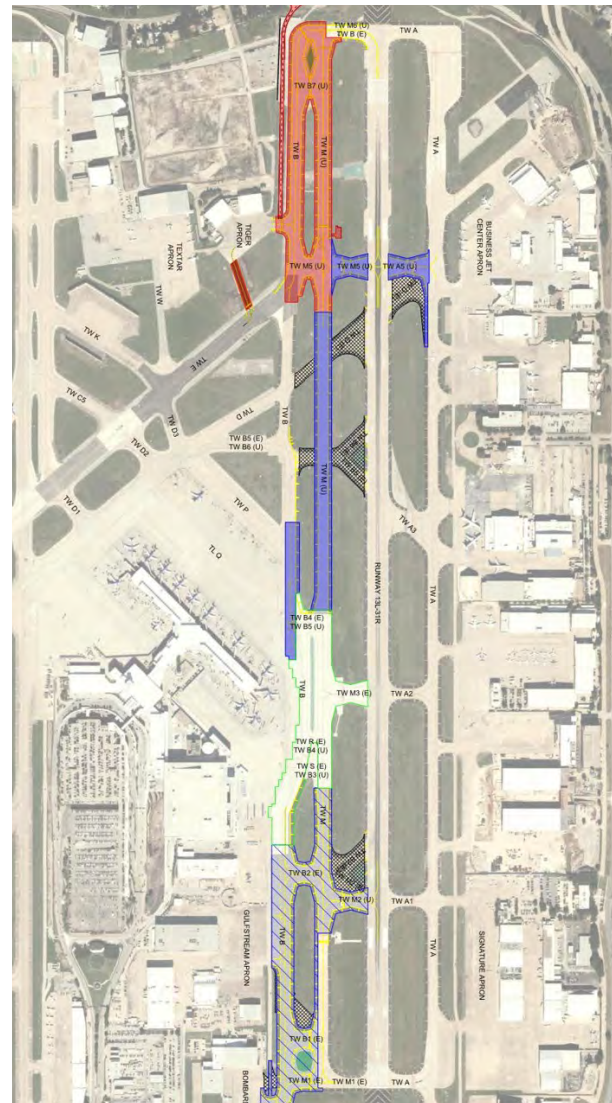
The Garver Team understands that consistent oversight of contractors' work progress and invoices ensures project elements are executed according to the contract. Through Garver's progress tracking, unexpected claims will be minimized, and DEN will be empowered with evidence in the event of a claim.

Experience with Unforeseen Design Changes

Garver recently completed the **Taxiway Bravo Rehabilitation Program** at Dallas Love Field. An important element of the program was realigning the existing taxiway connector, Taxiway B4, from a non-standard acute angle taxiway that directed aircraft exiting the runway toward the new terminal area to a new perpendicular taxiway connector. During the conceptual and preliminary designs, this connector taxiway was located outside the middle third high-energy zone of the runway to allow for future runway crossings from the parallel taxiway located on the opposite side of Runway 13L-31R.

During development of the final design documents, the Air Traffic Control Tower (ATCT) staff requested that the proposed taxiway be in a different location than previously agreed by the FAA and the airport. Although a project was planned to construct a future taxiway in line with the taxiway connector in the preliminary design location, the ATCT recommended the proposed taxiway connector be constructed in line with an existing taxiway connector on the opposite side. This would allow runway crossings to occur upon completion of the Taxiway Bravo project but would place the runway crossings within the high-energy middle third of the runway.

FAA headquarters approved the requested change, which required revisions to the pavement geometry, drainage, and electrical improvements. Garver understood the urgency to maintain the anticipated construction schedule, and we partnered with the City of Dallas to include a design revision element as part of the construction phase services. We successfully completed design revisions without delaying the bidding process or construction schedule.



SECTION 7: DBE UTILIZATION PLAN

DBE UTILIZATION PLAN



Garver's Commitment to DBE Participation

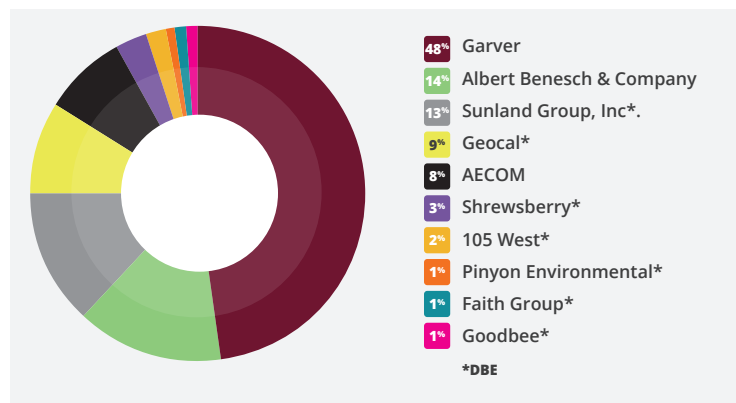
With management experience gained from successfully completing hundreds of aviation projects, Garver is uniquely qualified to perform nearly all the tasks for this project. However, for this contract, we have strengthened our team with DBE subconsultant firms and their experts to complement our in-house planning, engineering, engineering support, and construction management disciplines. These respected subconsultants will serve as a cohesive extension of the Garver staff, adding tangible value to the overall Garver Team and the deliverables we provide to DEN.

Garver is committed to meeting the 20% DBE participation on the contract. Garver has met similar goals in the past in which a DBE participation goal has been established. Seven of the nine subconsultants on the Garver Team are certified DBE firms. The Garver Team's DBE firms were selected for their technical expertise and collective knowledge of infrastructure at DEN. A breakdown of our proposed team's participation for this contract is provided in **Figure 17**.

The Garver Team's DBE subconsultants have diverse ownership. We are teamed with these firms to provide opportunities to achieve economic success and contribute to DEN's overall mission of expanding economic benefits.

Upon award of the contract, Garver will prepare and submit to DSBO an updated DBE Utilization Plan, at minimum on an annual basis and more frequently upon request, for DSBO approval throughout the contract duration. Garver will comply with the 49 CFR Part 26, corresponding DOT Rules and Regulations, and the most current DSBO approved version of the DBE Utilization Plan and its contents.

Figure 17: Subconsultant Participation for Taxiway EE Design



1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically: B2GNow (Small Business Certification and Contract Management System) User; Project Manager; Controller; Superintendent; Outreach/Community Engagement Coordinator.

B2GNow (Small Business Certification and Contract Management System) User

Edoardo Luna, Regional Finance Leader
EALuna@GarverUSA.com | 214-619-9053

Project Manager

Colin Bible, PE, Senior Project Manager
CMBible@GarverUSA.com | 303-721-6932

Controller

Beverly Roberson, Principal Accounting Officer
BMRoberson@GarverUSA.com | 501-537-3223

Superintendent

N/A

Outreach/Community Engagement Coordinator

N/A

2. Provide creative strategies to incorporate new DBE partners inclusive of but not limited to; provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project.

Garver strongly encourages and supports the involvement of minority-owned and female-owned businesses and diverse individuals on our project teams. On federal contracts, we routinely meet our Small Business/Disadvantaged Business Enterprise (DBE) subcontracting goals. Garver maintains relationships and teams with many qualified and competent DBE consultants to achieve our DBE subcontracting goals. Garver consistently teams with DBE firms in executing its contractual obligations, and Garver's project managers routinely identify and invite the participation of qualified DBEs when their professional services are required or beneficial.

Garver has developed long-standing relationships with qualified DBE firms that enhance each project. We also look for opportunities to bring new DBE firms to clients like DEN to gain experience and expand the overall professional capabilities for the owner.

Award for DBE Participation

In recognition of our commitment to DBE/SMWBE mentorship and utilization, Garver was recognized by the Metropolitan Nashville Authority's Business Diversity Department as the 2017 Large Business of the Year, an award given to the company that best works with small businesses owned by women and minorities.

3. Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project.

Garver Partners Program

GARVER PARTNERS Our commitment to DBE participation goes beyond the casual recruitment of minority firms to our team. The **Garver Partners Program** is a year-long mentorship that focuses on four topics: operations, marketing and sales, business management, and human resources. This program prepares participating firms to meet and address industry challenges, set standards of excellence, control overhead, market new business prospects, and grow their business. The program is structured around distinct modules that provide opportunities for small and minority-owned businesses to engage in workshops, training, and social networking opportunities that prepare them for working on planning, design, and construction projects. Unlike other programs being implemented by other firms, this partnership is intended to be the start of a long-term relationship between Garver and our partners, not just a short-term process of teaming on a particular project.

Examples of DBE Mentorship

Thomas & Associates

In the mid-1990s, Garver assisted Enice Thomas in starting his business by providing office space and training on projects. Since the startup of his company, Thomas & Associates, Enice has teamed with Garver for materials testing and on-site construction observation for several aviation clients. **Throughout our 18+ year relationship, Garver and Thomas & Associates have worked together on 82 projects at 30 airports.** Thomas & Associates is a DBE testing firm that offers construction observation, materials and soils testing services, and other construction support services. Thomas & Associates provides aggregate tests, sieve analysis (dry and wet method), materials properties, abrasion tests, soundness tests, concrete strength tests, concrete mix designs, reinforcing steel tests, core tests, soil and base material tests, compaction and control tests, strength tests, asphaltic cement tests, and asphaltic concrete tests.

EJES

Garver's staff has also hosted a mentoring workshop with EJES to discuss project management and design implementation. Discussions focus on real project design and construction situations that include examples from a recently completed construction project designed by Garver and EJES. The objective of the workshop was to help EJES enhance its project management and design approaches for use in future projects. EJES provides quality architectural, engineering, and information technology services to public and private sector clients. Garver has worked with EJES on multiple projects, including program management, federal buildings, and aviation projects. **Throughout our 11-year relationship with EJES, Garver and EJES have worked together on 41 projects at 13 airports.**



The Garver Partners Program provided us the tools to build capacity and develop our team and internal operations. It is providing us the foundation to ensure we grow the right way and become partners within the community.

—Keith Britton, PE

Iconic Consulting Group, Inc.

4. Define how DBE participation will be solicited, the subcontracting process, program and incorporated into the Submitter's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each.

Garver is committed to meeting the DBE participation goal on this contract, and we have a solid history of successfully meeting or exceeding similar DBE participation goals in the past for other aviation clients. Garver believes that establishing relationships with competent DBE firms offers them meaningful work and opportunities to grow their practice, ultimately benefiting both our clients and our industry as a whole. Garver maintains close working relationships with a wide variety of qualified, experienced DBE firms and routinely teams with DBE firms to enhance our project designs. **Should the need arise for additional services, Garver will actively make a good faith effort to utilize local DBE firms, where practical, to provide an opportunity for DBE firms to gain experience at DEN and to complement our in-house expertise.**

For those subconsultants selected to be part of a contract, Garver will typically provide a response through email to document the decision and the anticipated services they will be providing on the contract.

5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained.

Because Garver maintains close working relationships with a wide variety of qualified, experienced DBE firms, we consider a variety of DBE subconsultants with an emphasis on local DBE firms to provide services on contracts. Each subconsultant is reviewed by our project manager to determine if their technical experience and professional capacity are aligned with the scope and schedule of contracts. From that point we select the DBE firms best suited to meet the objective of the contract. For those subconsultants not selected to be part of a contract, Garver will typically provide a response through email to document the decision and reasoning.

GARVER AVIATION
has contracted over

\$11.7
MILLION

TO DBE FIRMS

over the past
3 YEARS

6. Outline the communication process and involvement efforts of the DBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.

Garver and our DBE subconsultants work together through a mutual understanding and shared values, expectations, performance standards, commitment to clients, and quality. Garver incorporates all DBE subconsultants into the overall design team starting with a detailed work plan for all team members that includes the project description, scope of services, communication plan, team assignments, design criteria, project schedule, QA/QC procedures, and submittal checklists.

Successful projects require proactive communication. We conduct in-person and/or virtual workshops using Microsoft Teams with our teaming partners to go over QA/QC procedures, and we perform weekly project coordination meetings to check on design criteria, scope of work, budget, schedule, and resource planning. If any challenges are observed in subconsultant performance, Garver's project manager will reach out to help, coach, and mentor them for a successful delivery. **In particular, Garver is invested in the growth of minority firms and passionately teams with firms through our Garver Partners Program to coach and mentor Small/Minority/Disadvantaged Business Enterprises in the industry.**

In the event of a dispute with a DBE subcontractor regarding performance or payment issues, Garver will endeavor to resolve the matter in good faith one-on-one effort with the DBE subconsultant. One-on-one resolution will occur first between Garver's project manager and the DBE's project manager, and next between Garver's principal in charge and the DBE's principal in charge. If one-on-one efforts are not successful, Garver will attempt to resolve such disputes through appropriate formal alternative dispute resolution procedures, including negotiations, mediation, collaborative law, arbitration, and/or conciliation. In the event of such issues, we will inform DSBO of the steps taken to resolve the dispute. All disputes and resolutions efforts will also be documented.

7. Provide examples of up to a maximum of 5 projects where the Submitter has been successful in promoting the participation of disadvantaged businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

Figure 18: Garver's Previous Experience Meeting DBE Participation Goals

Project	Contract DBE Participation Goal	Actual DBE Participation	DBE Subconsultant Firms Utilized
Dallas–Fort Worth International Airport <i>Civil Design and Management (Non-Federal)</i>	40%	42.3%	Arredondo, Zepeda & Brunz, LLC (DBE/MBE) Criado & Associates, Inc. (DBE/M/WBE) Iconic Consulting Group, Inc. (DBE/MBE) IEA, Inc. (DBE/MBE) JQ Infrastructure, LLC (DBE/MBE) Lamb-Star Engineering, LP (DBE/MBE) Lina T. Ramey and Associates, Inc. (DBE/M/WBE) MS Dallas Reprographics, Inc. (DBE/WBE/SBE) Shrewsberry & Associates, LLC (DBE/MBE/VBE) Southwestern Testing Laboratories, LLC DBA (DBE/MBE) VAI Architects, Inc. (DBE/MBE) White Hawk Engineering & Design, LLC (DBE/WBE)
George Bush Intercontinental Airport <i>Rehabilitation of Taxiways RA, RB, SA, and SB</i>	30%	39.4%	RODS Subsurface Utility Engineering, Inc. (M/WBE/DBE) Landtech, Inc. (DBE) HVJ Associates, Inc. (DBE/MBE/SBE) RDM International, Inc. (DBE/MBE) HT&J, LLC (DBE) PGA Engineers, Inc. (DBE)
New Orleans International Airport <i>Taxiway G Extension</i>	34.51%	38%	Faith Group, LLC (DBE/WBE) MSMM Engineering, LLC (DBE) Shrewsberry & Associates (DBE/MBE/VBE) Civil Design & Construction, Inc. (DBE/WBE/SBE)
Bill and Hillary Clinton National Airport <i>Taxiway Alpha and Taxiway Bravo Rehabilitation</i>	15%	22.1%	Connico, Inc. (DBE/WBE/SBE) EJES, Inc. (DBE/MBE/SBE) ICONIC Consulting Group, Inc. (DBE/MBE/SBE) Thomas & Associates, Inc. (DBE/MBE/SBE)
Nashville International Airport <i>Taxiway Lima West</i>	10.95%	10.95%	L.I. Smith & Associates, Inc. (DBE/WBE) Geotek Engineering Co., Inc. (DBE/MBE)

APPENDIX A: PERSONNEL RESUMES



PROJECT MANAGER COLIN BIBLE, PE

EDUCATION

Bachelor of Science
in Civil Engineering

REGISTRATION

Professional
Engineer, CO,
0052173

AFFILIATION

National Society
of Professional
Engineers

AREAS OF EXPERIENCE

Taxiway
Rehabilitation

Runway
Rehabilitation
Project Management
Runway, Taxiway,
Apron Design
Multi-Agency
Coordination

WHAT COLIN'S CLIENTS HAVE SAID

"We have been impressed with Garver's knowledge and innovative approach on our airfield pavement project. Their solutions to our pavement issues have been thorough and well-done."
— Don Green, A.A.E.,
Abilene Regional Airport

Colin Bible is a senior project manager and Garver Aviation leader with 15 years of experience. Having spent his entire career working on airports and exclusively dedicated to airfield improvement projects, Colin has designed projects at more than 60 airports, including new taxiways and runways, runway and taxiway extensions, airfield drainage improvements, utility relocations, and apron construction. He has a comprehensive understanding of the FAA Advisory Circulars for airfield design. Colin has also designed and provided construction management services for airport improvements projects. His construction management experience strengthens his designs, which gives him a greater understanding of the importance of construction safety and phasing and the constraints placed on the contractor in the construction environment.

 Experience at 10 hub airports nationwide

EXPERIENCE

○ Dallas Love Field Airport | Taxiway Bravo Rehabilitation *Dallas, TX*

Project manager for the rehabilitation of Taxiway Bravo from the Runway 31R end to the Runway 13L end. Four phases reconstructed Taxiway Bravo around the newly constructed terminal and between Runway 13L end to Taxiway E; constructed a new parallel taxiway, designated as Taxiway M, between the Runway 13L end to Taxiway D; relocated the existing SWS and ASOS; improved the drainage outfall into nearby Bachman Lake; and connected Taxiway M to become a full parallel taxiway for Runway 13R-31L.

○ George Bush Intercontinental Airport | Rehabilitation of Taxiways RA, RB, SA, and SB *Houston, TX*

QA/QC for the rehabilitation of Taxiways RA, RB, SA, and SB. The project requires various types of rehabilitation, including the complete reconstruction of Taxiways RA and SA; joint repairs, partial depth repairs, and PCC panel replacement for Taxiway RB; and a resurfacing and repair project for Taxiway SB to extend the pavement life an additional 10 years. The project also includes taxiway geometry modifications required to conform with Taxiway Design Group VI standards, as well as drainage upgrades and corrections to address erosion issues and recent changes in local drainage requirements due to Hurricane Harvey

○ New Orleans International Airport | Taxiway G Extension *New Orleans, LA*

Civil QA/QC lead for design and construction administration services for the extension of Taxiway Golf and Taxiway Bravo.

Additional Experience

- Dallas–Fort Worth International Airport Northeast End Around Taxiway QC Review
- Grand Junction Regional Airport Taxiway Alpha Rehabilitation
- Grand Junction Regional Airport Runway 12-30 Program Manager



PRINCIPAL IN CHARGE

FRANK MCILLWAIN, PE

Frank McIllwain is a vice president on Garver's Aviation Team with 22 years of engineering experience involving \$660 million in airport improvement projects. Frank's airport planning, design, and construction management experience includes projects at Dallas Love Field, DFW International, Clinton National, Tulsa International, Addison, Dallas Executive, Fort Worth Meacham International, Nashville International, Huntsville International, and 60 other airports. His experience includes runway/taxiway rehabilitations, runway/taxiway extensions, apron reconstructions, drainage improvements, airfield lighting and signage projects, utility relocations, multi-agency coordination, and capital improvement plan (CIP) implementation.

22 years of aviation
experience
Instrument Rated Pilot

EDUCATION

Bachelor of Science
in Civil Engineering

REGISTRATION

Professional
Engineer, CO,
0052653

Instrument
Rated Pilot

AFFILIATION

National Society
of Professional
Engineers

AREAS OF EXPERIENCE

Taxiway
Rehabilitation
Taxiway Extension
Utility Relocation
Lighting Relocation
Multi-Agency
Coordination

WHAT FRANK'S CLIENTS HAVE SAID

"As airport experts Garver has given us timely guidance and technical expertise to substantially improve the planning and execution of our projects."
— Alex Rupp, Jack Brooks Regional Airport

EXPERIENCE

○ Dallas Love Field Airport | Taxiway Bravo Rehabilitation

Dallas, TX

Program manager responsible for providing project oversight for reconstruction of Taxiways B and B3, realignment of Taxiways B2 and B3, and installation of a surface painted island to meet new FAA taxiway geometry standards. The project included development and evaluation of alternatives for removal of non-standard high-speed taxiways and complex construction phasing to minimize runway closures and impacts on Southwest Airline's use of terminal gates.

○ George Bush Intercontinental Airport | Rehabilitation of Taxiways RA, RB, SA, and SB

Houston, TX

Project director for design and construction management services for various types of rehabilitation, including the complete reconstruction of Taxiways RA and SA; joint repairs, partial depth repairs, and PCC panel replacement for Taxiway RB; and resurfacing and repair for Taxiway SB to extend the pavement life an additional 10 years. The project also includes geometric changes to bring the taxiways more in line with Group VI standards as well as drainage upgrades and corrections for all taxiways to address erosion issues and recent changes in local drainage requirements due to Hurricane Harvey.

○ Nashville International Airport | Reconstruction Runway 13-31 West

Nashville, TN

Technical advisor and QA/QC for full-depth reconstruction of approximately 2,900 linear feet of Runway 13-31, reconstruction of 491,800 square feet of asphalt pavement with P-501 Portland Cement Concrete, and 35-foot-wide asphalt paved shoulders. Also included reconstruction of adjacent taxiways Lima 3 and Lima 2 to the Runway 13-31 hold bar and the removal of Taxiway Kilo 3.

Additional Experience

- Dallas–Fort Worth International Airport Northeast End Around Taxiway QC Review
- Grand Junction Regional Airport East Terminal Apron Reconstruction
- Huntsville International Airport Group VI Improvements





QA/QC

JASON FRANK, PE

Jason Frank is a senior project manager on Garver's Aviation Team. Over the course of his 26-year career, he has served as project manager on a variety of airfield projects with up to \$70 million in construction, including runway and taxiway projects at Chicago O'Hare International Airport, Ronald Reagan Washington National Airport, Indianapolis International Airport, Dulles International Airport, Lambert St. Louis International Airport, and many other airports nationwide. He is an expert in FAA Advisory Circulars for airfield construction projects and ICAO standards. Based on his experience working on airfields with a wide range of complexity, he understands the unique challenges airfield improvement projects face and is adept at mitigating construction impacts and managing critical path items for project success.

25 years of experience
at top 30 US airports

EDUCATION

Bachelor of Science,
Civil Engineering

REGISTRATION

Professional
Engineer, CO,
0051874

AFFILIATION

American Society of
Civil Engineers, T&DI
Airfield Pavement
Committee Member

AREAS OF EXPERIENCE

Airfield and Military
Pavements
Project Management
Lighting and
Signage Design
Runway, Taxiway,
Apron Design
Construction
Management

JASON'S AVIATION PUBLICATIONS

Co-Author,
"Resurfacing the
Runway to the
Nation's Capital,"
ASCE 2013 T&DI
Airfield Pavement
Conference, Los
Angeles, CA

EXPERIENCE

○ George Bush Intercontinental Airport | Rehabilitation of Taxiways RA, RB, SA, and SB *Houston, TX*

Project manager responsible for providing the design and construction management services for the Rehabilitation of Taxiways RA, RB, SA, and SB. The rehabilitation involves complete reconstructions, joint repairs, partial depth repairs, PCC panel replacement, resurfacing to extend pavement life, and geometric changes to bring the taxiways more in line with Group VI standards. Drainage upgrades and corrections will also take place to address erosion issues and changes in local drainage requirements post-Hurricane Harvey.

○ Dallas Love Field Airport | Taxiway Bravo Rehabilitation *Dallas, TX*

Quality control reviewer for Phase 2 of the Taxiway B Rehabilitation program, which consists of the reconstruction of Taxiway B from Runway 13L end to Taxiway D. This project includes the relocation of the Runway 13L glideslope antenna, SWS, ASOS, and PAPI.

○ Chicago O'Hare International Airport | Taxiway WT Rehabilitation* *Chicago, IL*

Project manager for the \$19.5 million rehabilitation of Taxiway WT for the Chicago Department of Aviation. Included removal of existing variable depth bituminous and PCC pavements and replacing with new 17.5-inch PCC pavement. Responsible for budget, construction phasing, design and review of airfield horizontal and vertical geometry for the taxiway, lighting, marking, and specifications.

Additional Experience

- Ronald Reagan Washington National Airport Airfield Rehabilitation Program*
- Indianapolis International Airport Pavement Rehabilitation*
- Lambert St. Louis International Airport Taxiway Delta Reconstruction*

*Individual experience



DEMO, MARKINGS, JOINTS, AND PERMITTING

MATT NUTTER, PE

EDUCATION

Bachelor of Science,
Civil Engineering

REGISTRATION

Professional Engineer,
CO, 35846

AFFILIATION

Airport Consultants
Council

Colorado Airport
Operators Association

AREAS OF EXPERIENCE

Airport Planning
Airport Electrical
Design
Airfield
Transportation
Design
Project Management
Environmental
Services

DEN EXPERIENCE

Matt is familiar with DEN's requirements and guidelines. He has been working at DEN for over 10 years in a variety of roles and understands the organizational processes and lessons learned from previous projects.

Matt Nutter has 22 years of experience in the design and construction of airport expansion and rehabilitation projects. His experience and responsibilities have included resource allocation, technical oversight, client coordination, quality control, and staff development. Most of his career has been spent working on capital improvement projects at airports in Colorado, Wyoming, Utah, Indiana, Tennessee, and Louisiana, providing him a strong understanding of the challenges and opportunities associated with delivering aviation projects in multiple states and regions. He has prepared design documents and provided resident engineering services for runways, taxiways, aprons, lighting systems, storm drainage facilities, and landside upgrades. He has also been involved as the owner's representative at Denver International Airport as a Design and Construction Project Manager as well as a Program Manager overseeing airfield design teams.

EXPERIENCE

○ Denver International Airport | Runway 16L-34R Rehabilitation

Denver, CO

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

○ Denver International Airport | Taxiways F and G Pavement, Lighting, and Safety Area Rehabilitation

Denver, CO

Design Project Manager responsible for developing design scope requirements for the selected Designer of Record (DOR), developed and provided design criteria for the project, and reviewed design throughout design development at review milestones, provided technical comments, and responded to any design RFIs. Aspects of this review and technical comments for this project included wet and dry utilities (storm, sanitary, communications, aircraft hydrant fueling vaults), shoulder grading design, and taxiway electrical rehabilitation and rerouting. Led an extensive coordination effort in the development of project phasing in order to minimize operational impacts to airlines accessing DEN's three westside runways.

○ Denver International Airport | Gate Apron Rehabilitation and Drainage Improvements (GARDI) Program

Denver, CO

Program Manager for pavement rehabilitation program to correct gate pavement heaving/settling issues at Concourses A, B and C. This program will remove the existing PCCP pavement and place a new pavement section with a drainable base layer.



UTILITY/DRAINAGE DESIGN

BILL EPP, PE, SE**EDUCATION**

Master of Business Administration

Master of Science, Civil Engineering

Bachelor of Science, Civil Engineering

REGISTRATION

Professional Engineer, CO, 25713

Structural Engineer, IL, AZ, NE

AFFILIATION

Engineers Without Borders

National Society of Professional Engineering

AREAS OF EXPERIENCE

Airport Planning

Airport Utility Design

Airport Drainage Design

Airfield Transportation Design

Project Management

Bill Epp has over 38 years of experience in the planning, design, construction, and management of civil, structural and transportation engineering projects. He has been responsible for the structural evaluation and reporting of hundreds of structures. He is experienced in highway design, parking structure design, aircraft apron design, design and evaluation of interchanges, entry and exit access control plazas, frontage and service roads, storm drainage systems, construction of retaining walls as well as construction observation, and documentation of major highway and tollway improvement projects. Bill has an in-depth working knowledge of regulations, specifications, and requirements of various state departments of transportation and tollway agencies.

EXPERIENCE

○ **Denver International Airport | Passenger Skywalk**

Denver, CO

Structural design and QA/QC for this unique bridge project. Benesch designed this one-of-a-kind, two-level pedestrian skywalk structure over an active aircraft taxiway for DEN. It is the only bridge over maneuvering aircraft to date. Spanning 345 feet, the bridge moves international and domestic flight passengers between the terminal and Concourse A. Straddling apron taxiways 8 and 9, the bridge is perched 45 feet above the ground. A 33-foot center aisle is flanked by a seven-foot-wide moving walkways on each side. The passenger bridge is enclosed by a glass curtain wall, providing a panoramic view of the mountains. The bridge utilizes 1,400 tons of structural steel. Extensive coordination was required with DEN staff, the FAA, and the Pilots Union to gain approval to construct the structure.

○ **Denver International Airport | Parking Lot Pavement Evaluation**

Denver, CO

Contract manager responsible for leading the evaluation of all landside parking lot pavement conditions at DEN. This evaluation was integrated into a detailed report that prioritized and planned pavement maintenance and rehabilitation projects to improve pavement conditions and to satisfy DEN's upfront focus on pavement asset management.

○ **Denver International Airport | Hertz Parking Lot Expansion**

Denver, CO

Contract manager responsible for leading civil design of the Hertz Rental Car parking facility expansion project. This project includes the expansion of the facility's parking area, drainage and water quality improvements, utility extensions, and pavement section design.



SUBSURFACE UTILITY ENGINEERING

DEBORAH SNYDER, PE, LEED AP**EDUCATION**

Bachelor of Science,
Civil and Environmental
Engineering

REGISTRATION

Professional Engineer,
CO, 41281

AFFILIATION

Leadership in Energy
and Environmental
Design Accredited
Professional

Certified Stormwater
Management

ASCE Young Engineer,
Professional
Achievement Award

AREAS OF EXPERIENCE

Extensive knowledge
in all four quality levels
of SUE

Test Hole Reporting

Surface Geophysical
Investigations

Electromagnetic
Tool Usage

Knowledgeable in
DEN procedures

Experience working
with DEN Staff

Deborah Snyder oversees Goodbee's subsurface utility engineering (SUE) program, providing technical direction to both office and field crew, leading the quality assurance, and acting as the Engineer-of-Record for all SUE documentation. Her consultation in the SUE field has proven cost savings for engineering and agency clients while delivering quality utility information. Deborah has led engineering teams in civil site engineering, public infrastructure design, utility coordination, stormwater management, and environmental remediation for local to federal agencies and private clients. She has experience preparing construction documents, site plans, utility studies and erosion control/stormwater quality plans and reports to meet city, county, state, and federal requirements.

EXPERIENCE

○ **Denver International Airport** | Various Projects
Denver, CO

Project manager for several improvement projects at DEN, including the Airfield Rescue Fire Fighting Simulation Facility replacement, Runway 17R-35L reconstruction, and Vandriver redesign. Under Deborah's management, staff developed drainage reports and erosion control plans and coordinated utility design.

○ **City and County of Denver** | Horizontal Design On-Call
Denver, CO

Project manager and Engineer-of-Record for SUE on the National Western Center Horizontal Design On-Call project. Subcontracted to perform a variety of utility investigations to provide data for informed design decisions for several task orders. The project will revitalize the 100-year-old campus to lead innovations for global food solutions.

○ **CDOT Region 1** | I-76 Between York Street and Dahlia Street
Adams County, CO

Guided record collection and development of SUE plans for this large project that includes the widening and resurfacing project on I-76 between York Street and Dahlia Street, including replacement of I-76 bridge over York Street.

○ **ECI Site Construction Management** | Westminster Boulevard and 89th
Westminster, CO

Leader of SUE services including QL B investigations as part of the Westminster Streetscapes Project. The City of Westminster has required SUE investigation as the landscape contractor is boring irrigation under Westminster Boulevard and 89th Avenue. Utility clearances are critical to safe alignment selection within this new development.



ENVIRONMENTAL ROBYN KULLAS

Robyn Kullas is an environmental professional with 14 years of consulting experience, including NEPA compliance consisting of Environmental Assessments (EAs), Environmental Impact Statements (EISs), and Categorical Exclusions (CatExs). She is the Technical Group Manager for Pinyon's NEPA and Planning team and has extensive experience working on transportation-related NEPA compliance projects for the Federal Highway Administration, Federal Aviation Administration, Colorado Department of Transportation (CDOT), and the Regional Transportation District. As a project manager, Robyn oversees multi-disciplinary project teams that include biologists, historians, hazardous materials, air, and noise specialists. She has led several projects that require coordination with local, state, and federal regulatory agencies to obtain necessary clearances and permits for successful project implementation. She has worked on eight reevaluations; seven planning and environmental linkages; several EAs and CatExs; and was a resource lead on the Central I-70 EIS.

EDUCATION

Master of Arts Energy and Environmental Analysis

Bachelor of Arts, Psychology

REGISTRATION

NIOSH 582 Asbestos Sampling and Analysis

Air Monitoring Specialist Training

AHERA Building Inspector

Phase I Environmental Site Assessments

CDOT Erosion Control Specialist Training

Visual Opacity Observer Method 9

AFFILIATION

Society of Women Environmental Professionals, Treasurer

Society of Wetland Scientists

Society of American Military Engineers

Rocky Mountain Association of Environmental Professionals

EXPERIENCE

○ Denver International Airport | 61st Avenue and Pena Boulevard LEED Site Assessment and Phase I ESA

Denver, CO

Managed the 61st Avenue and Pena Boulevard due diligence project for the proposed mixed-use development of four parcels located on DEN property. The project included evaluation of the site for environmental resources and preparation of a US Green Building Counsel (USGBC) Site Assessment Report as well as a Phase I Environmental Site Assessment to evaluate risk. Robyn understands the level of effort and resource information necessary for this type of assessment. Robyn successfully coordinated with the design team and resource specialists to ensure the project was completed on time and within budget.

○ Denver International Airport | Real Estate On-Call

Denver, CO

Managing the DEN Real Estate on-call for Pinyon. Pinyon is providing environmental support for this on-call as a teaming partner with Merrick. The purpose of the on-call is to assist DEN Real Estate in its implementation of the framework vision established in the DEN Strategic Development Plan, with a potential of 15,000,000 square feet of commercial, industrial, and institutional development at full build-out. Robyn understands the various due diligence and environmental clearance support that may be required for this type of development. She has experience managing projects with a multitude of local and federal stakeholders, including the City and County of Denver, State Historic Preservation Office, US Army Corp of Engineers, and US Fish and Wildlife Service. Communicates effectively with team members and agency leads to ensure the appropriate level of effort for project deliverables and clearance documentation is provided.



GEOTECHNICAL/CONSTRUCTION MATERIALS TESTING

NUR HOSSAIN, PHD, PE

Nur Hossain has over 12 years of experience in geotechnical engineering that includes high-level engineering, client service, and team leadership for geotechnical design. His technical experience includes the design of pavements for both roadway and airport runways, earth retention systems of various types, foundations, walls of various types, settlement analyses, deep and shallow foundations, ground improvement, and slope stability/stabilization. Nur has experience with FWD, dilatometer, refraction microtremor, cone penetration, and specialized instrumentation and analyses for rock and soil slope stability and retaining wall global stability. Nur's PhD dissertation was on Mechanistic Empirical design for pavements, and he has published numerous research papers and conference proceedings on the use of ME design and sensitivity of the design parameters. Nur has been successfully and efficiently managing project budgets and schedules for over eight years. Nur believes in efficient project performance and quality delivery that exceeds client satisfaction. He makes sure that the project satisfies long-term goals and makes best use of the taxpayer's funds. As the Principal Engineer of Geocal, Nur thrives to professionally develop Geocal's technical staff, so they are prepared to meet the increasing demand of Colorado's infrastructure projects and therefore make a positive impact on our communities.

EDUCATION

PhD, Civil Engineering
 Master of Science,
 Civil Engineering
 Bachelor of Science,
 Civil Engineering

REGISTRATION

Professional Engineer,
 CO, 53509

AFFILIATION

ASCE

AREAS OF EXPERIENCE

Airfield Geotechnical
 Investigations
 Knowledgeable of FAA
 Design Methods

EXPERIENCE

- **Denver International Airport | Runway 17R-35L Rehabilitation**
Denver, CO
 Project manager for pavement rehabilitation project. Geocal provided geotechnical engineering and field exploration. Collected samples and tested to provide pavement design parameters.
- **Denver International Airport | Parking Lot Improvements**
Denver, CO
 Project manager for investigation involving pavement design and maintenance recommendations for seven separate parking lots around the DEN complex.
- **Denver International Airport | 75th Avenue Bag Drop**
Denver, CO
 Principal engineer for investigation for the new construction of a detached bag drop facility near the Pikes Peak Long Term Parking Lot. Geocal provided recommendations for concrete mat foundation for the facility.
- **Colorado Springs Municipal Airport | Taxiway G Rehabilitation**
Colorado Springs, CO
 Senior project engineer for PCCP taxiway rehabilitation project involving coring and drilling borings to collect samples for geotechnical testing and cores for petrographic analysis. Provided pavement design parameters and subgrade stabilization recommendations.



SURVEYING

ROBERT MAESTAS, PLS

Robert Maestas has more than 34 years of surveying experience in boundary, topographic, and right-of-way surveying. He has been with 105 West, Inc., since 2006. His expertise includes right-of-way plans, topographic surveys, survey control diagrams, ownership maps, aerial mapping control, and management.

EXPERIENCE

○ **Denver International Airport | Runway 16L-34R Survey**

Denver, CO

Managed all surveying activities relative to the replacement of specific pavement panels along Runway 16L-34R. 105 West performed the surveying utilizing DEN's network of National Geodetic Survey (NGS) control stations along with DEN's Low Distortion Projection (LDP). 105 West utilized Primary Airport Control to set secondary control to perform all survey work. Using pre-determined pavement panel locations provided by the client, 105 West located specific pavement panel corners along Runway 16L-34R. The resulting coordinates were provided to the client for use in their design to rehabilitate said panels.

○ **Denver International Airport | Runway 8-26 Complex Pavement Rehabilitation**

Denver, CO

Managed all surveying efforts including, but not limited to: establishing survey control using the current DEN datum; establishing survey control for 3-D scan of Runway 8-26; planning and coordinating topographic design surveys; and overseeing the preparation of the Digital Terrain Model (DTM). Planned the concrete panel replacement surveys and coordinated subsurface utility surveys and geotechnical borehole surveys. Prepared and compiled all tailgate safety meetings and provided all field surveying coordination/correspondence with aviation operations and airfield construction. The majority of the work (90%) performed on this contract was coordinated during daytime hours with the execution of field surveys taking place at night.

○ **Denver International Airport | Taxiway ADV VI Improvements**

Denver, CO

Managed all surveying efforts including, but not limited to: establishing survey control using the current DEN datum, topographic design surveys, subsurface utility surveys, utility pothole surveys, and geotechnical borehole surveys. Maintained authorized agent for security badging purposes. Provided all field surveying coordination with aviation operations and airfield construction.

EDUCATION

Bachelor of Science,
Surveying Engineering

REGISTRATION

Professional Surveyor,
CO, 34986

AREAS OF EXPERIENCE

Airport Surveying

GIS Applications
for Airport

Familiar with Control
System at DEN

Project Management

FAA EXPERIENCE

Robert has been working on projects at DEN for over 18 years, requiring compliance with FAA standards. He understands the level of coordinating involved and routinely works diligently with the Denver Airport System and Prime Consultants to meet FAA guidelines.



AECOM CONSTRUCTION MANAGER
MIKE MOWEN, PE

Mike Mowen has more than 13 years of project management experience with construction materials testing and special inspections, as well as geotechnical engineering, working for both public and private clients in a variety of capacities. His projects have included airports, pipelines, treatment plants, power plants, highways, bridges, schools, high-rise buildings, and other structures. He is proficient with most construction-related codes, field and laboratory testing methods, cost control measures, and management techniques.

EDUCATION

Bachelor of Science,
Civil Engineering

REGISTRATION

Professional Engineer,
CO, 0049333

AREAS OF EXPERIENCE

Airfield Construction
 FAA Testing
 Requirements
 Scheduling
 Coordination
 Cost Control
 Management

EXPERIENCE

○ **Denver International Airport | A and B West Concourse Expansions**
Denver, CO

Chief inspector responsible for daily coordination, review, and general oversight of quality assurance and acceptance for special inspections and testing related to construction of 12-gate and 4-gate concourse expansions to the A and B West Concourses, respectively.

○ **John Wayne Airport | Terminal C Expansion**
Santa Ana, CA

Project engineer for document control and review related to the materials testing and inspection services for the Terminal C commuter facilities. Coordinated document submittal related to on-site inspections for 15+ daily inspectors and technicians as well as multiple source inspections at multiple fabrication facilities across California, Colorado, Oklahoma, Texas, and Arkansas.

○ **Hollywood Burbank Airport | Regional Intermodal Transportation Center**
Burbank, CA

Project engineer for design and construction of foundation system for the RITC project. Site designed to serve as emergency command center for North Metro Los Angeles, so extensive seismic design calculations were performed during initial project development. Additionally, because site was constructed on former brownfield site, Mike performed evaluations of limits of potential contamination and provided recommendations for marine-grade drive H-pile foundation elements. Observed construction of foundations and performed in-field pile driving analysis and supplemental case pile wave analysis (CAPWAP) to confirm design parameters.

APPENDIX B: DISCLOSURE OF LEGAL AND ADMINISTRATIVE PROCEEDINGS AND FINANCIAL CONDITION

Disclosure of Legal and Administrative Proceedings and Financial Condition

- A. The Submitter shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Submitter, its principals or key personnel were a party in the last five (5) years.

Garver, LLC, similar to most companies, periodically engages in formal dispute resolution through the ordinary course of its business. The results of such dispute resolution, including litigation, often are subject to confidentiality provisions. Notwithstanding the foregoing, Garver has not had any administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which Garver, LLC, its principals, or key personnel were a party in the last five (5) years.

- B. The Submitter shall submit (at time of submittal) a statement which shall disclose whether Submitter has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.

Garver, LLC has not filed for protection with the laws of the U.S. Bankruptcy Code within the last ten (10) years.

- C. The Submitter shall submit (at time of submittal) a statement as to whether the Submitter, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings.

Garver, LLC, its key principals, or key employees presently or in the past, are not and have not been involved in any debarment or suspension proceedings which prohibit or limit them from bidding or entering into a contract with any federal, state or local government entity.

- D. The Submitter shall submit (at time of submittal) a statement as to whether the Submitter, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.

Garver, LLC, its principals or key employees have not been convicted of any crime related to embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty, nor have been convicted of any other felony in any jurisdiction within the last five (5) years. If additional information is needed, please contact Garver's General Counsel, Kurtis John, at (479) 287-4678.

- E. The Submitter shall submit (at time of submittal) its Dun & Bradstreet identification number.

Greenwood Village, CO 08-132-0609

- F. If the Submitter is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.

Garver is not a publicly held company.

APPENDIX C: REQUIRED FORMS

VI. ATTACHMENT 1, SUBMITTAL FORMS
Attachment 1, Part 1 Submittal Acknowledgement Letter

City and County of Denver
Denver International Airport

Submitter: Garver, LLC Date: December 3, 2020

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

In response to the Request for Submittal (RFQ) dated November 5, 2020, for RFQ NO. 202055827, the undersigned hereby declares that he/she has carefully read and examined the qualification submittal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Submittal Forms.

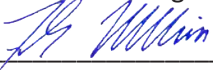
The undersigned agrees that this submittal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the submittal documents.

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

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

Addenda Numbers: Addendum Number One

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

Signature: 

Type or print name: Frank McIllwain, PE

Submitter's Business Address: One Denver Technology Center, 5251 DTC Parkway, Suite 420, Greenwood Village, CO 80111

E-mail address: FOMcIllwain@GarverUSA.com

Attachment 1, Part 2 Submittal Data Form

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

Submitter Name: Garver, LLC

Submitter Address: One Denver Technology Center, 5251 DTC Parkway, Suite 420, Greenwood Village, CO 80111

Phone: 303-721-6932 Fax 720-744-4758

Email: FOMcIllwain@GarverUSA.com

Federal Identification Number: 01-0733400

Principal in Charge (Name & Title): Frank McIllwain, PE, Vice President

Project Manager for this RFQ (Name & Title): Colin Bible, PE, Senior Project Manager

Equal Employment Opportunity Officer: Julie Tromble, PHR, SHRM-CP

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

Stephens Insurance, LLC

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

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

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

Certificate of Fact of Good Standing, Office of the Secretary of the State of Colorado, May 1, 2018 (Entity ID No. 20171218008)

CERTIFICATION

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

Signature  Title Vice President

Print Name Frank McIllwain, PE

Date 12/3/2020

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

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

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

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

Signature  Title Vice President

Print Name Frank McIllwain, PE

Date 12/3/2020

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

Garver, LLC, similar to most companies, periodically engages in formal dispute resolution through the ordinary course of its business. The results of such dispute resolution, including litigation, often are subject to confidentiality provisions.

Notwithstanding the foregoing, Garver has not had any administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which Garver, LLC, its principals, or key personnel were a party in the last five (5) years. Furthermore, (1) Garver, LLC has not filed for protection with the laws of the U.S. Bankruptcy Code within the last ten (10) years; (2) Garver, LLC, its key principals, or key employees presently or in the past, are not and have not been involved in any debarment or suspension proceedings which prohibit or limit them from bidding or entering into a contract with any federal, state or local government entity; and (3) Garver, LLC, its principals or key employees have not been convicted of any crime related to embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty, nor have been convicted of any other felony in any jurisdiction within the last five (5) years. If additional information is needed, please contact Garver’s General Counsel, Kurtis John, at (479) 287-4678.

VII. ATTACHMENT 2, DBE FORMS

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON-DBE PRIME:

The City and County of Denver has specified a 20 % DBE Participation goal on this project. The Bidder/Proposer is committed to meeting 30 % DBE Participation on the contract.

COMPLETE IF YOU ARE A DBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____ % DBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____ % DBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance with C.F.R. 49 part 26.

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

Bidder/Proposer (Name of Firm): Garver, LLC

Firm's Representative: Frank McIllwain, PE

Title: Vice President

Signature (Firm's Representative):

A handwritten signature in blue ink, appearing to read "F. McIllwain".

Date: 12/3/2020

Address: One Denver Technology Center, 5251 DTC Parkway, Suite 420

City: Greenwood Village

State: Colorado

Zip: 80111

Phone: 214-619-9022

Email: FOMcIllwain@GarverUSA.com

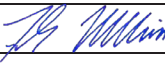


**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: RFQ No. 202055827

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

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

Contractor/Consultant		
Name of Firm: Garver, LLC	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Frank McIllwain, PE		
Signature: 	Date: 12/3/2020	
Address: One Denver Technology Center, 5251 DTC Parkway, Suite 420		
City: Greenwood Village	State: Colorado	Zip: 80111
Phone: 214-619-9022	Email: FOMcIllwain@GarverUSA.com	
Total Proposed Contract Value \$: \$3,000,000	Self-Performing Contract Value \$: \$1,440,000	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Alfred Benesch & Company	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: William H. Epp, PE, SE		
Phone: 720-473-7560	Email: wepp@benesch.com	
Type of Service: Drainage / Utilities / Permitting		

Name of Firm: Pinyon Environmental, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Robyn Kullas		
Phone: 303-601-6131	Email: Kullas@pinyon-env.com	
Type of Service: Environmental Services		

Name of Firm: Faith Group, LLC	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Dave Fleet		
Phone: 317-490-0050	Email: davef@faithgroupllc.com	
Type of Service: SRM		



Name of Firm: Goodbee & Associates, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Deborah Snyder, PE, LEED AP		
Phone: 303-210-0582	Email: deborah@goodbeeassoc.com	
Type of Service: Subsurface Utility Engineering		

Name of Firm: Shrewsbury & Associates		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Eric J. Rolle, PE		
Phone: 317-496-9125	Email: erolle@shrewsusa.com	
Type of Service: Airfield Geometry / Permitting / Demo / Markings / Joints		

Name of Firm: 105 West, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Robert Maestas, PLS		
Phone: 303-859-4491	Email: rmaestas@105westin.com	
Type of Service: Surveying		

Name of Firm: Geocal, Inc.		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Nur Hossain, Phd, PE		
Phone: 303-337-0338	Email: nurhossain@geocal.us	
Type of Service: Geotechnical / Construction Materials Testing		

Name of Firm: AECOM		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Jeffrey Warkoski, PE		
Phone: 303-843-2590	Email: jeffreywarkoski@aecom.com	
Type of Service: Construction Phase Services		

Name of Firm: Sunland Group, Inc.		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Brandy Waters, PE, VMA		
Phone: 512-494-0208	Email: bwaters@sunlandgrp.com	
Type of Service: Construction Phase Services		

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

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

Reference #	13458872
Status	Complete
Business Email Address	cmbible@garverusa.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	cmbible@garverusa.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	DEN Taxiway EE Design Services
Solicitation No. (Check Below if Not Applicable)	202055827
Name of Your Company	Garver, LLC
What Industry is Your Business?	Professional
Address	One Denver Technology Center, 5251 DTC Parkway, Suite 420
City	Greenwood Village
State	Colorado
Zip Code	80111
Business Phone Number	303-721-6932
1. How many employees does your company employ?	Over 100
Number of Full Time:	755
Number of Part Time:	47
2. Do you have a Diversity and Inclusiveness Program?	No
10. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company	Garver is an Affirmative Action/Equal Employment Opportunity employer and provides equal employment opportunities for all persons regardless of race, religion, gender, age, handicap, or national origin. Garver maintains an Affirmative Action Plan that is periodically updated. Julie Tromble, PHR, SHRM-CP, is Garver's Employee Relations Manager and the designated Affirmative Action

may have to adopt such a program. Officer. It is her responsibility to maintain our Affirmative Action Plan. This plan is available for inspection upon request.

11. Would you like information detailing how to implement a Diversity and Inclusiveness program? No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge. Check Here if the Above Statement is True.

Name of Person Completing Form Colin Bible, PE

Today's Date 12-03-2020

Last Update 2020-12-03 09:55:48

Start Time 2020-12-03 09:40:39

Finish Time 2020-12-03 09:55:48

IP 104.8.61.202

Browser IE

Device Desktop

Referrer https://fs7.formsite.com/CCDenver/form161/index.html

VIII. ATTACHMENT 3, FORM W-9

FORM W-9

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Garver, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u> </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 4701 Northshore Dr</p> <p>6 City, state, and ZIP code North Little Rock, AR 72118</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
0	1	-	0	7	3	3	4	0	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Beverly Roberson</i>	Date ▶ 1/15/2020
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General Instructions

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

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

Purpose of Form

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

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

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

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

XII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Garver, LLC

is an entity formed or registered under the law of Arkansas, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171218008.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2018 that have been posted, and by documents delivered to this office electronically through 05/01/2018 @ 09:34:02.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2018 @ 09:34:02 in accordance with applicable law. This certificate is assigned Confirmation Number 10873609.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

