

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional on-call wayfinding and signage design services on an as-needed basis throughout the DEN complex, including inside the Jeppesen Terminal, concourses, curbside areas, parking garages, and roadways; 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 On-Call Wayfinding Design Services 2021 Project (the “**Project**”); 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:

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

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

to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

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

E. Time is of the Essence. 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.

F. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the CEO. 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.

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

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

iv. 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).

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

G. Personnel Assignments.

i. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement ("Key Personnel") unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its

sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. 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.

iii. 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 such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), 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 personnel, as applicable.

iv. 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 this Agreement.

3. 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 the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by 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 Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

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

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

C. Suspension and Termination.

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

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

iii. 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.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), 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 Section 4 (C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO 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 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section

4(C)(ii), 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 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement or any Task Order, 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 breaches this Agreement, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. 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 Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

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

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay 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*.

i. 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.

ii. 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 Director or their authorized representative.

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

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

I. Carry Over. If 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 determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-117 to 28-199 (the “**Goods and Services Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is seven percent (7%). Consultant shall comply with the Equity, Diversity and Inclusion Plan attached as *Exhibit F* (“**EDI Plan**”) and as it may be modified in the future by DSBO. The EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-129.

ii. Under § 28-132, D.R.M.C., Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. Consultant acknowledges that:

a. 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 EDI Plan and achieving the MWBE participation goal. The EDI Plan is subject to modification by DSBO.

b. If contract modifications are issued under the Agreement, whether by amendment or otherwise, Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the Scope of Work of the Agreement, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in Scope of Work has been reduced to writing at the time of notification of the change to the City.

c. If there are changes in the work that include an increase in Scope of Work under this Agreement, whether by amendment or otherwise, which increases the Maximum Contract Amount, whether or not such change is within the Scope of Work designated for performance by an MWBE at the time of contract award, such change or modification 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 subcontractors shall be subject to the original goal on the contract. Consultant shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. Consultant shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136,

D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, Consultant is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

f. Termination or substitution of an MWBE subcontractor requires compliance with § 28-136, D.R.M.C.

g. Failure to comply with these provisions may subject Consultant to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

h. Should any questions arise regarding DSBO requirements, Consultant should consult the Goods and Services Ordinance or may contact the 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, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

i. 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.

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

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

iv. 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.

v. 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 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. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect 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, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are attributable to the negligence or fault of Consultant or 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 the 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 the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

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

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

9. DISPUTES:

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

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

10. GENERAL TERMS AND CONDITIONS:

A. Status of Consultant. Parties agree that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that 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. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Consultant hereunder.

C. Compliance with all Laws and Regulations.

i. 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, Executive Orders, and rules and regulations of the City.

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

D. Compliance with Patent, Trademark and Copyright Laws.

i. 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.

ii. Pursuant to Section 8, 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.

i. Notices 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:

Attn: William VanHercke
Jacobs Engineering Group Inc.
Suite 300N
6312 S. Fiddlers Green Circle
Greenwood Village, Colorado 80111

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

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

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 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.

i. 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.

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

R. 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.

S. 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.

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

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

iii. 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.

iv. 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.

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

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. 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.

i. 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.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise 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.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to 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.

ii. 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, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, 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.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration (“FAA”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of 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.

i. 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.

ii. 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.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given 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.

iv. Consultant has a continuing duty to disclose, in writing, any actual or

potential conflicts of interest including work 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 their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

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

ii. The 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.

iii. 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.

12. 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 DEN’s Security Office.

13. 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.

14. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: 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: EDI Plan
- Exhibit G: Request for Proposals and Consultant's Response to Request for Proposals

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

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit F
- Exhibit D
- Exhibit E
- Exhibit G

16. CITY EXECUTION OF AGREEMENT:

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

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or 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-202158815-00
Contractor Name: JACOBS ENGINEERING GROUP INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202158815-00
JACOBS ENGINEERING GROUP INC.

DocuSigned by:
William VanHercke
By: DD9C0CBCC26429

Name: william vanHercke
(please print)

Title: Vice President. US west Aviation
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

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

EXHIBIT A

SCOPE OF WORK

Consultant shall provide On-Call Wayfinding and Signage Design Services on an as-needed basis throughout the Denver International Airport (DEN) complex, including but limited to inside the Jeppesen Terminal, concourses, curbside area, parking garages, and roadways, pursuant to the terms and conditions of this Agreement and related Task Orders. Each Task Order related to this Project shall contain a scope of work that will dictate the specific wayfinding and/or signage design services to be provided at that time. The Scope of Work for this Project includes, but is not limited to, the following services and tasks:

1. Provide design, support and expertise to the Wayfinding System(s) at DEN;
2. Provide Americans with Disabilities Act (ADA) compliance expertise and roadway standards expertise;
3. Upon request, use of digital design and electrical design for edge-lit or illuminated signs;
4. Utilization of the Wayfinding Design Guideline Manual, the Roadway Master Plan and other established supporting documents will be used as a basis for all design decisions;
5. Upon request, help DEN manage the construction administration of the project as the Designer of Record (DOR); and
6. Produce precise construction documents, design drawings, renderings and detailed specifications as required.

EXHIBIT B

RATES



EXHIBIT B

Prime Consultant	Jacobs Engineering Group Inc.
DEN Contract Number	202158815
DEN Contract Name	On-Call Waydinding Design Services 2021
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	7%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Constructor	MWBE / SBE Goal %
1	Jacobs	Prime	
2	Enter Company Name	Sub-Constructor	
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4	Enter Company Name		
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EXHIBIT B

Prime Consultant	Jacobs Engineering Group Inc.
DEN Contract Number	202158815
DEN Contract Name	On-Call Waydinding Design Services 2021
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	7%

Core Staff Rates

	Company Name	Prime / Sub-Constructor	Name	Position	Fully Burdened Rate
1	Jacobs	Prime	Baylee Smith	Architect II	64.27
2	Jacobs	Prime	Bill Van Hercke	Project Manager Functional IV	311.83
3	Jacobs	Prime	Bryan Smith	Architect VI	172.02
4	Jacobs	Prime	Daniel King	Engineer Technican IV	131.85
5	Jacobs	Prime	Jacqueline Dowds Bennett	Engineer VII	179.73
6	Jacobs	Prime	Julie Hazzard Reuter	Cost Manager III	209.99
7	Jacobs	Prime	Maggie Pieterick	Architect IV	102.45
8	Jacobs	Prime	Michael Miller	Project Manager	204.05
9	Jacobs	Prime	Sean Durgee	Architect IV	93.68
10	Jacobs	Prime	Steve Haave	Quality-Control Engineer	168.39
11	Jacobs	Prime	Will Voss	Engineer VII	210.94
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Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Scheduling	Scheduler I	Level 1	Junior scheduler	Set up baseline schedules, progress updates against baseline, reporting support
	Scheduler II	Level 2	Mid-Level Scheduler	
	Scheduler III	Level 3	Senior Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
	Scheduler Manager	Level 4	Team Lead	
Cost Management	Cost Engineer	Level 1	Junior Cost Engineer	Update cost reports, provide PM support
	Cost Manager I	Level 2	Mid-Level Cost Manager	
	Cost Manager II	Level 3	Senior Cost Manager	Set up budgets, assess performance against that baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN
	Cost Manager III	Level 4	Team Lead Cost Management	
Risk Management	Risk Manager I	2 years	Junior Risk Engineer	
	Risk Manager II	2-5 years	Mid-Level Risk Manager	Update project risk registers, monitor contingency draw down on project and portfolio level
	Risk Manager III	5-10 Years	Senior Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio
	Risk Manager IV	10 - 20 Years or more	Team Lead Risk Management	
Document Management	Document Controller I	2 years	Junior Document Controller	
	Document Controller II	2-5 years	Mid-Level Document Controller	Provide document management services in line with DEN's processes
	Document Manager I	5-10 Years	Senior Document Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems
	Document Manager II	10 - 20 Years or more	Team Lead for Document Management	
Project Controls / Reporting	Project Controls Engineer I	2 years	Junior Project Controls Engineer	
	Project Controls Engineer II	2-5 years	Mid-Level Project Controls Engineer	Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team
	Project Controls Manager I	5-10 Years	Senior Project Controls Manager	Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN's CIP portfolio; performance meeting preparation
	Project Controls Manager II	10 - 20 Years or more	Team Lead for Project Controls	
Contract Management	Contract Administrator I	2 years	Junior Contract Administrator	
	Contract Administrator II	2-5 years	Mid-Level Contract Administrator	Change order management compliance with contracts
	Contract Manager I	5-10 Years	Senior Contract Manager	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
	Contract Manager II	10 - 20 Years or more	Team Lead Contract Management	
Estimating	Estimator I Civil	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Civil	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Civil	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Civil	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Structural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Structural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Structural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Structural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Architectural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Architectural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Architectural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Architectural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Electrical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Electrical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Electrical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Electrical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Mechanical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Mechanical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Mechanical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Mechanical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Plumbing	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Plumbing	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Plumbing	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Plumbing	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Comms / IT	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Comms / IT	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Comms / IT	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Comms / IT	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
Estimator I Security	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator	
Estimator II Security	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates	
Estimator III Security	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations	
Estimating Manager Security	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis	
Unifier Support	Technical Support I	2 years	Junior Technical Support Unifier	Unifier Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support Unifier	Unifier Certification Required
	Technical Support III	5-10 Years	Senior Technical Support Unifier	Unifier Certification Required
Unifier Development	Unifier Systems Developer I	2 years	Junior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer II	2-5 years	Mid-Level Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer III	5-10 Years or more	Senior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
Primavera P6 Support	Technical Support I	2 years	Junior Technical Support P6	Primavera P6 Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support P6	Primavera P6 Certification Required
	Technical Support III	5-10 Years	Senior Technical Support P6	Primavera P6 Certification Required
Analytics Development	Data Architect I	2 years	Junior Data Architect	Data Model, Data Mapping
	Data Architect II	2-5 years	Mid-Level Data Architect	Data Model, Data Mapping
	Data Architect III	5-10 Years	Senior Data Architect	Data Model, Data Mapping
	Data Architect IV	10 Years or more	Team Lead Data Architect	Data Model, Data Mapping
	Data Analyst I	2 years	Junior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst II	2-5 years	Mid-Level Data Analyst	Dashboard Development, Systems Integration
	Data Analyst III	5-10 Years	Senior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst IV	10 Years or more	Team Lead Data Analysts	Dashboard Development, Systems Integration
Project Management	Project Manager Functional II	2-5 years	Mid-Level Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional III	5-10 Years	Senior Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional IV	10 - 20 Years	Team Lead Project Manager / Principal	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Architectural Design	Architect I	Level 1		Entry level of professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education and experience. Works under close supervision; receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, prepares architectural plans/renderings, and inspects architectural features of structures in field.
	Architect II	Level 2		Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited judgment is required on work details when making preliminary selections and adaptations of alternatives. Assignments may include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree. Supervisor screens assignments for unusual or difficult problems and selects techniques/procedures for non-routine work. Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more experienced architects using prescribed methods.
	Architect III	Level 2		Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for minor adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Minimum of 1-year at preceding level required. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of individual revenue-producing projects.
	Architect IV	Level 3		Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Independently solves problems encountered. Minimum of 2-years at preceding level required. Registration as a licensed architect is required. Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few architects or technicians on assigned work.
	Architect V			Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individual's field. Registration as a licensed architect is required. Supervision and guidance mainly concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction. Typical duties/responsibilities include one or more of following: 1) supervises, coordinates, and reviews work of small staff of architects and technicians, 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures. Minimum of 4-years at preceding level required.
	Architect VI	Level 4		Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains liaison with individuals and units in or outside firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with assignments based on broad, general objectives and limits. Typical duties/responsibilities include one or more of following: 1) plans, organizes, and supervises work of staff of architects and technicians (approx. 10-20 individuals), 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity. Minimum of 4-years at preceding level required.
	Architect VII	Level 4		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual demonstrates creativity, foresight, and maturity in architectural judgment when anticipating and solving unprecedented architectural complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architect is required. Typical duties and responsibilities include one or more of following: 1) planning, organizing, and supervising work of large staff of architects and technicians (greater than 20 individuals), 2) as individual researcher or consultant, is recognized leader/authority in firm concerning broad area of specialization or narrow but highly specialized field. Minimum of 4-years at preceding level required.
	Architect VIII	Level 5		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licensed architect is required. Receives general administrative direction. Responsible for one or more diverse and large-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification. Minimum of 4-years at preceding level required.
Surveying	Chain/Rod Technician			Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
	Land Surveyor			Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
	Party Chief			Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Construction	Chief Construction Representative			Plans and coordinates all field-inspection activities and reviews the work of inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
	Construction Coordinator			Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
	Construction Manager			Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Construction Representative			Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
	Field Engineer			Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
	Field Superintendent			Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience.
	Materials Manager			Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
	Resident Construction Manager 1			Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications.
	Resident Construction Manager 2			Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
	Resident Engineer			Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications which may include final payment.
	Senior Construction Manager			Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Senior Construction Representative			This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced Inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent.
Engineering	Engineer I			Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.
	Engineer II			Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree.
	Engineer III			Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for training/development. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer IV			Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer V			Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer VI			Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves exploration of subject area, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity.
	Engineer VII			Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer VIII			Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer IX			Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.
	Engineer Technician I			Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.
	Engineer Technician II			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.
	Engineer Technician III			Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Engineer Technician IV			Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
	Instrument Technician			Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotopo, and tellurometer.
	Interior Design Apprentice			Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
Interior Design	Interior Designer I			Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
	Interior Designer II			Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems.
	Interior Designer III			Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects.
	Interior Designer IV			Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size.
	Interior Designer V			Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
	Interior Designer VI			Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
Auditing	Internal Auditor			Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
	Job Captain			Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
	Laboratory Technician 1			Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures.
	Laboratory Technician 2			Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4			Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. Maybe assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
	Laboratory Technician 5			Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6			Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.
Landscaping	Landscape Architect I (Entry Level)			Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work)
	Landscape Architect II			Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and re commendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.
	Landscape Architect III			Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
	Manager of Landscape Architecture			Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Project Accountant			Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed in accordance with company policy, accounting principles, and contractual obligations. Coordinates the project accounting system within the company and works with technical staff to ensure compliance with contractual requirements. May supervise the activities of various accounting clerks and be responsible for the preparation of periodic reports for management. Normally requires a degree in accounting with at least 2 years of experience or equivalent training and experience.
	Project Manager			Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management.
	Senior Landscape Architect			Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5 years' or more applicable experience. Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Quality Control	Quality-Control Engineer			Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
	Scientist 1			Entry level professional requiring Bachelor's Degree in Science and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision, receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks, which provide experience and familiarity with scientific staff, methods, practices, and programs. Usually assumes no responsibility for direction of others, except for possible assistance in collection data.
Specialist Services	Scientist 2			Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an MS Degree.
	Scientist 3			Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and be assisted by lower-level scientists.
	Scientist 4			Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforeseen or novel complexities, and b) ability to apply analytical solutions to wide variety of problems and assimilate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Generally requires 1 to 2 years Scientist 3 or related experience. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise small staff of scientists and technicians on project basis.
	Scientist 5			Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks. Requires sufficient breadth of knowledge and Scientist 4 work experience to have achieved a position of identifiable expertise within organization. Professional certification may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor or specialized outside-authority concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) In supervisory capacity, plans, organizes, and directs assigned project programs. Independently defines scope and critical elements of projects and selects steps to be taken. Supervises small staff (2-5) of Scientists 1-4 and technicians on project basis; 2) As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedures.



EXHIBIT B

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

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

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

- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - e. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. Workers' Compensation and Employer's Liability Insurance:
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Professional Liability (Errors and Omissions) Insurance:
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. 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.

A. Reference to Project and/or Contract

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

B. Additional Insured

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

C. Waiver of Subrogation

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

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

D. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification.

E. Additional Provisions

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

EXHIBIT D

DEN ON-CALL WAYFINDING DESIGN SERVICES 2021

1 INTRODUCTION

1.1 GENERAL SCOPE

- 1.1.1 The Airport maintains on-call professional design service contracts to provide various architectural, engineering and other professional services on an as-needed basis. The Task Order scopes of work are defined on an individual basis and may include, but not limited to, facility planning, masterplan studies, strategic planning and implementations, infrastructure analysis, conceptual design, contract document developments, and design standards development.
- 1.1.2 Should a Task Order scope of work require a specialty subconsultant not represented on the Consultant's team, the Consultant shall request to add specialty subconsultant and submit the subconsultant's qualifications, personnel pay classifications, and hourly billing rates for approval.
- 1.1.3 The term "Task Order" and/or "Project" when it is used in this Agreement means all work associated with the proposal preparation, preparation of design and construction documents, plans, specifications, reports, analysis, estimates, and construction administration for any and all professional design services as requested by the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant shall provide professional services for specific task order scopes of work in accordance to the executed Task Order. The Consultant team must consist of licensed architect and engineers registered in the State of Colorado. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Task Order and the most current DEN Standards; all applicable local, State and Federal codes and regulations; and Airport Rules and Regulations. The Consultant's work also shall adhere to the DEN Design Principles.

2.2 TASK ORDER SCOPE OF WORK AND REQUEST OF PROPOSAL

- 2.2.1 The designated DEN representative will issue to the Consultant a Task Order Request for Proposal (RFP) for each specific Task Order. Unless otherwise noted in the Task Order RFP, the Consultant shall prepare and submit a fee proposal with a preliminary task schedule within 14 days of receipt of the Task Order RFP. The Consultant shall note that the issuance of Task Order RFP may not guarantee an executed Task Order. Under DEN On-Call Contract Usage Policy, DEN may issue Task Order RFP to multiple Consultants for competitive proposals. In that case, the Consultants will be made aware of the proposal requirements and processes.
- 2.2.2 At a minimum, the Consultant's fee proposal shall include the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scopes of work performed by all subconsultants.

- 2.2.2.2 A fee proposal broken down by personnel pay classifications, proposed hourly billing rates, schedule, and total hours proposed to complete the Task Order scope of work.
- 2.2.2.3 A schedule identifying all phases, deliverables, if applicable, durations as required for DEN design and approval(s).
- 2.2.2.4 Identification of the total Task Order Not to Exceed (NTE) amount.

2.3 TASK ORDER

- 2.3.1 For each Task Order scopes of work issued, DEN will review the Consultant's proposal for approval and task execution. No work shall be commenced by the Consultant without having received a fully executed On-Call Task Order Authorization. In the event of approval of the Consultant's fees and schedule through an executed Task Order, the Consultant shall perform such work within the time and fee agreed.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO TASK ORDER

- 2.4.1 The Consultant shall assign a lead project manager to each executed Task Order who has the task applicable experience and knowledge. The Consultant team must consist of professional architect and/or engineer registered in the State of Colorado. The lead project manager will be the point of contact for the designated DEN representative. In some cases, the Task Order lead Project Manager is the key personnel assigned to the Agreement.
- 2.4.2 In cases that the Consultant chooses to assign a principal, associate principal or other individual that is at a higher hourly billing rate as lead project manager, the time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the approved project manager hourly billing rate. The Consultant and/or the subconsultant will not be compensated for any work deemed by DEN out of scope of the approved Task Order.
- 2.4.3 The Consultant may submit, and DEN will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of DEN. Reassignment will be subject to the approval of the SVP of Planning & Design or the designated DEN representative. Any personnel replacement must have similar or equal experience and qualifications to that of the personnel to be replaced and approval shall be at DEN's discretion as further provided in the contract.

2.5 DILIGENCE

- 2.5.1 The Consultant shall perform the services as defined in the executed Task Order scope of work in a timely manner and as directed by the designated DEN representative.
- 2.5.2 The Consultant and Subconsultant, internally, shall QA/QC all work submitted to DEN in accordance to the approved Consultant's QA/QC strategy and plan. It is the lead

project manager's responsibility to ensure all QA/QC activities performed prior to submitting work to DEN.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

3.1.1 DEN Supplied Documents: Where available, DEN will make available to the Consultant the existing record documents related to the specific Task Order scope of work. The record documents may include the following:

- 3.1.1.1 Past facility studies, reports, assessment, and presentations,
- 3.1.1.2 Electronic files of Construction Record Drawings and Specifications,
- 3.1.1.3 Available BIM models for the areas of work.

3.1.2 Information Gathering: The Consultant shall include in its fee proposal for each Task Order, the applicable cost to evaluate existing field conditions and to gather facility record information through DEN Asset Management. Such evaluation may include, but not be limited to, reviewing of hard copy and/or electronic project records documents, site investigations, etc. The DEN electronic documents are not necessarily representative of true as-builts conditions in the field. The Consultant's Task Order fee proposals shall also include field verification of existing conditions related to architectural, structural, mechanical, electrical and other systems.

3.2 AIRPORT SECURITY REQUIREMENTS

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

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific

purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article 3, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Design Services Authorization. The Consultant and Subconsultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Consultant and Subconsultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.

5.2 ADDITIONAL SERVICES

- 5.2.1 DEN's Project Manager may request changes to the scope of work. Within 14 days upon receipt of the request for additional services or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a fee proposal that includes the following:
 - 5.2.1.1 A narrative of the understanding of the requested change(s) including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.

- 5.2.1.2 A free proposal broken down by personnel pay classifications, proposed hourly billing rates, schedule, and total hours proposed to complete the additional services.
- 5.2.1.3 A revised schedule identifying all phases, deliverables, if applicable, durations as required for DEN design and approval(s).
- 5.2.2 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Task Order Authorization Amendment. The Consultant shall not commence any work changes without an executed Task Order amendment.

END OF EXHIBIT

EXHIBIT E

DEN ON-CALL WAYFINDING DESIGN SERVICES 2021

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 Task Order schedules shall include all activities that the Consultant shall perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions, if applicable, that must be performed by the City and third parties, which would affect the Consultant's Task Order.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, including one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule. DEN 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 DEN. 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 DEN 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 changes to the approved scope of work from the Consultant.
- 4.2 DEN will provide the Consultant with the format required to process the payment. 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 DEN 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. Unless otherwise noted, invoice(s) and the support documents shall be submitted to DEN Business Management Services Contract Administration via email ContractAdminInvoices@flydenver.com with the DEN Project Manager copied.
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted 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 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 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 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®: In the case that Textura Payment Management System is used for a specific Task Order, DEN will provide the Textura fee amount to the Consultant. 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 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 with its invoice.
- 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. 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. 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 DEN 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 DEN in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be commenced without prior written approval of the DEN Project Manager. 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 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. 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 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 Planning & Design Senior Vice President 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.

9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants.

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

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:

9.4.1 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.

9.4.2 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.

9.4.3 The Consultant shall submit the Task Order Fee Proposal template detailing the costs of the Project.

9.4.4 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

10.1 Following the issuance of Task Order, the Consultant shall meet with the DEN Project Manager to review the proposed method of correspondence, email, & submittal communication control. Following this review, the Consultant shall institute its control procedures for the Task Order.

11 REFERENCED FORMS

Form #	Name
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
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

EXHIBIT F

EDI Plan



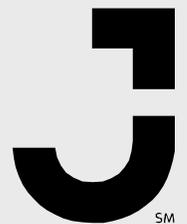
On-Call Wayfinding Design Services

MWBE EDI Plan

Contract No. 202158815

Denver International Airport

Submitted by Jacobs. July 2022



July 26, 2022

Carissa Mah, Contract Administrator
Administration Office Building (AOB)
Denver International Airport
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340

Jacobs Engineering Group Inc.

717 17th Street, Suite 2750
Denver, Colorado 80202-5131
1.303.820.5240
Fax 1.303.820.2402

Subject: MWBE EDI Plan

“Challenging today. Reinventing tomorrow.”

~ Steve Demetriou, Chair and Chief Executive Officer

Dear Ms. Mah:

Denver is a world-class city where we live, play and work, and the Denver International Airport (DEN) is a key driver of this success. As one of the fastest growing airports in America, you need a forward-thinking partner you can trust to deliver your wayfinding design services contract. Jacobs Engineering Group (Jacobs) is your trusted partner who can respond to the varying scope of wayfinding projects, including in your terminal, concourses, parking garages/lots and landside. Our capabilities include static signage in your facilities and out, as well as digital variable message signage in your facilities and out. We will deliver each task order in a smooth and efficient manner. At Jacobs, we start with “what if” to surface new possibilities and harness deep technical expertise to bring bold solutions to fruition. We see every day as an opportunity to make the world better.

Jacobs is pleased to provide the attached MWBE EDI Plan to the On-Call Wayfinding Design Service 2021 No. #202158815.

Keys to success and future growth are well planned facilities that provide consistent visual guidance allowing travelers to find their way intuitively and easily. Jacobs brings extensive experience to this contract, as we bring experience and technical excellence on wayfinding at DEN inside the terminal, concourse, and across your access roadways. Led by **Bryan Smith, AIA, PE, LEED AP**, the Concourse Expansion Program has developed updated wayfinding and visioning standards that we are prepared to design and install across the remainder of your passenger facilities.

Jacobs On-Call Wayfinding Design Services Contract No. 202158815

Our core staff have been with Jacobs for many years and commit themselves to the success of this contract. Led by Bryan, we have assembled a team of exceptionally talented and experienced aviation resources and subconsultants. We have assembled a team of diverse wayfinding experts to accomplish any need. In addition to Bryan, our team includes Dan King for parking garage and terminal area exterior wayfinding, and Jacqueline Dowds Bennett, PE for roadway signage. Together, we have successfully delivered relevant wayfinding design projects at DEN, across the City and County of Denver, for CDOT, and at other airports across the US. These projects include standards development, design, bidding assistance, and construction observation and management.

Through our shared experience, our team understands your facilities, stakeholders, internal project management process, and the community that we serve. Located in Denver with a staff of over 1,000 – with more than 130 professionals actively performing airport work in Jacobs’ Denver Aviation Center of Excellence (ACE) – the Jacobs team is a proven partner with DEN. In addition, we have teamed with three highly qualified, certified minority/women-owned business enterprise (MWBE) partners, and we will continue to look for additional MWBE partners to support our delivery at DEN. Our team will not only meet your 7 percent MWBE goal, but we will aim to exceed it.

The Jacobs team provides the following key benefits to DEN:

1 Detailed knowledge of DEN and your strategic vision for wayfinding, coupled with a flexible approach. As a result of our previous work with DEN, including generating the design principles handbook, updating the architectural standards, and updating wayfinding standards, we share a deep understanding of DEN’s aesthetic and strategic vision.

2 The #1 ranked firm in airport consulting with a fully dedicated team of locally based architecture/ **#1** in Airport Pure Design

engineering professionals. DEN gets the benefit of Jacobs’ most experienced national experts, and a local team that shares the passion for our hometown Denver airport.

3 Dependable project management and quality management that you know and trust. We have provided a proven team that DEN knows and trusts, led by Bryan and our diverse wayfinding design staff, including Sean Durgee, Baylee Smith, and Steve Haave, each of whom brings a successful track record working on DEN projects and understands your key issues and needs.

4 Committed key personnel and MWBE partners who will be responsive to your needs and a sustainable future. Our key team members live in the Denver area and have a vested interest in your continued success. Jacobs is deeply committed to diversity in our

Should you have any questions regarding our MWBE EDI Plan, please contact our Project Manager, Bryan Smith, at 562-552-4770 or by e-mail at bryan.smith2@jacobs.com.

Sincerely,
Jacobs

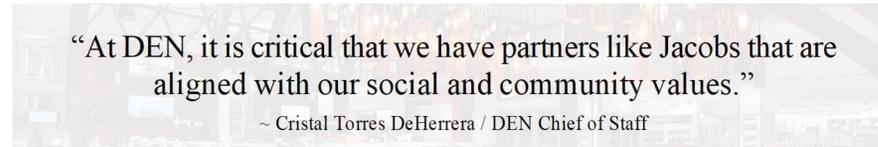


Bryan Smith, AIA, PE, LEED AP BD + C
Project Manager



William VanHercke, PE
Principal-in-Charge, Contract Authorizer

practice, our workforce composition, and our contracting. We recognize the critical role we play in developing a sustainable future and mentoring our MWBE partners.



We have strategically aligned with local MWBE firms for this contract based on their expertise and availability to properly serve DEN’s needs. Our MWBE partners are capable, experienced, and fulfil a key role for

our project delivery. As a result, our target is to exceed the 7 percent required MWBE participation goal.

Our key personnel identified in Section 5 of this proposal are available, excited, and committed to work with DEN on this contract through its completion.

Our team includes:

J **Jacobs (Prime)** – Project management, MWBE firm mentoring, wayfinding, architecture, design visioning, planning, overall quality control, and other disciplines as required.

105West (MWBE) – Survey

PK Electrical (MWBE) – Electrical, Communications

SAN Engineering (MWBE) – Structural Design

2 | MWBE Equity, Diversity, and Inclusion Plan



1. MWBE Equity, Diversity, and Inclusion (EDI) Plan

Jacobs recognizes the importance of providing meaningful opportunities for certified (MWBE) firms, and we have been nationally recognized for leadership in mentoring and involving MWBE firms on our programs and projects.

Jacobs is aligned with the City and County of Denver’s DSBO mission to strengthen these critical MWBE partnerships and expand opportunities to more MWBE companies.

MWBE Commitment



Our commitment to economic inclusion and supplier diversity presents an opportunity to improve performance and maintain Jacobs’ position as a leader in our industry. As we work to provide solutions for a more connected, sustainable world, we strive to provide opportunities for local, small and diverse business partners. We also recognize the importance and benefits of making a positive economic impact in the communities where we live and work. Our company is

passionately dedicated to building a strong, diverse, global supplier network that provides flexibility, market-specific insights, and economic and environmentally sustainable solutions.”

~ Steve Demetriou, CEO Jacobs

Jacobs will meet the 7% MWBE goal as stated in the contract.

Building an inclusive and diverse culture is a top priority and extends throughout Jacobs’ organization and our project teams. We mandate non-discrimination clauses for our suppliers and subcontractors. We rely on our teaming partners to help support our clients’ needs and we understand the value they bring to your business. Our goal is to be as diverse as the communities and clients that we serve.

Identify Key Personnel

Our key personnel are fully invested in the MWBE partnerships and include the following:

- ✓ Bryan Smith, Project Manager; Bryan.Smith2@jacobs.com, 562.552.4770
 - Bryan will identify the skills needed to deliver the contract and match the MWBE capabilities to the identified roles. He’ll provide on the job mentoring to the MWBE firms.
- ✓ Bill VanHercke, Controller / Principal-in-Charge / Vice President US West Aviation; William.VanHercke@Jacobs.com, 720.286.5246
 - William oversees the overall Jacobs contract to ensure we are meeting or exceeding the stated MWBE goal.
- ✓ Karen Nakandakare, Outreach/Community Engagement and B2GNow Coordinator; Karen.Nakandakare@jacobs.com, 303.263.1768.
 - Karen will work closely with the CCD and equity partners to promote awareness, outreach, training, and employment of people and firms from economically disadvantaged areas and populations. Karen will be responsible for reporting our teams’ accomplishments in the B2GNow system and completing all monthly audits on this program.



As part of our MWBE EDI plan, our **Project Manager, Bryan Smith and PIC Bill VanHercke, will be supported by our Outreach/Community Engagement and B2GNow Coordinator, Karen Nakandakare.**

Karen has a rich career in diversity, workforce, small business, and community advocacy where she has been recognized numerous times by government and industry for her outstanding performance in the fields of inclusion and diversity.

MWBE Utilization Strategies

For each task order, we’ll discuss the skills needed, outreach to MWBE firms that match the capabilities required. We will work with these firms to optimize scopes of work and make sure that tasks and services are completed as economically as possible, while providing maximum opportunity for each team member. In some cases, these MWBE firms

will work as an extension of our staff, allowing our team to mentor these business partners and their employees in best practices for project quality control and assurance.

We will look specifically for a meaningful work scope that leverages the expertise and local experience of available firms and exceeds the stated goal for the task order.

When MWBE partners are not selected by Jacobs, a debrief is held every time a partner is not selected for work. This debrief is led by Karen Nakandakare and Project Manager Bryan Smith. The debrief will be used as a learning opportunity to identify strong points in the proposal and areas in which the proposer was not as strong as the selected proposer. A course of action for improvement will be suggested. We will also look for future opportunities that match the proposer's strength

Technical Assistance and Support Services

For decades, we have worked in partnership with MWBE firms to provide meaningful support to grow their businesses. We have participated in formal federal mentoring programs and have developed an internal program using the guidelines of several federal agencies. Payment to all subconsultants will be made in accordance with the prompt payment principle outlined in the City and County of Denver's ordinance and will be monitored as part of our internal monthly operational reviews. A spreadsheet will log the date of receipt of each subconsultant's invoice. If the log identifies issues for prompt payment, Bill and Christine will be engaged to resolve our payment process towards a streamlined solution. We also use this opportunity to mentor our subconsultants on best practices within the invoicing process. Jacobs understands the significance of prompt payment regulation; we know the huge impact a late payment can have on the ability of a small business to plan, invest, and grow. Because small businesses are the backbone of our economy, prompt payment for services make sure that MWBE firms have the support they need. On our contracts, Jacobs has the following established measures to confirm compliance with Denver prompt payment regulation.

If there is a difference of opinion or dispute about whether work is acceptable or an invoice is correct, we will escalate the issue to the City by engaging the Denver PM and DSBO.

Procurement Process

Upon contact from the City for a task order, Bryan, Karen, and Bill will discuss the scope of work. We have included three key MWBE partners based on the expected scope of work and our history working with them to deliver projects at DEN. Jacobs will follow the City and County of Denver's DSBO Ordinance during the implementation of our procurement process. With each task order, Bryan will reach out to additional qualified firms in the industry, based on our established and growing database of over 30 Denver-based MWBE partners, to solicit availability and interest. Our goal is to increase the number of teaming partners each year to expand our relationships and bring on new, qualified MWBE firms who bring fresh ideas to Denver.

As the City generally requires a quick turnaround for their projects, Bryan will request a response within the timeframe allotted. As part of both Jacobs and the City of Denver's Ordinance, our subcontracting process includes review of the safety performance of our teaming partners. The flowchart shown in Exhibit 2-1 illustrates how MWBE firms are incorporated into our mini-bid "on-call" procurement process.

Karen will work with DEN and each category team to make sure we fully incorporate opportunities for new and existing MWBE firms to the greatest extent possible. Karen has utilized the B2GNow system to develop a directory of all MWBEs by scopes of work and NAICS codes to track contacts made, contracts awarded, and the number of times we have or have not selected a specific firm for a task. Our approach to small business outreach involves building a strong bench of firms with capacity, capability, and flexibility for current and future work, not only under this on-call contract, but for other Jacobs projects as well.

Our outreach program includes:

- Providing engagement opportunities to meet with our team
- Developing a relationship/coaching initiative to scale up small business consultant partners



Jacobs in Action - Managing the Program

National Western Center Biz Navigator. *For the National Western Center, Karen Nakandakare developed a small business concept wherein a member of the team would serve as a “Biz Navigator” to provide small business and contractor navigation. We plan to leverage this idea for this contract. She will provide strategic and continuous outreach to the small business community to ensure awareness of project opportunities and help small businesses get referred to the right contract staff for opportunities.*

- Educating small businesses on our requirements for both the pursuit and contract award phases
- Sourcing new MWBE and small business partners

We will also leverage our connections with national and local minority and women contracting associations. In Colorado, we maintain memberships in the Women in Transportation Seminar (WTS), Hispanic Contractors of Colorado (HCC), Association of General Contractors (AGC), Conference of Minority Transportation Officials (COMTO), and others. These memberships will support our outreach and efforts to maximize participation opportunities for MWBE firms.

Communication and Vendor Management

Mentoring is a key part of our partnerships. This mentoring approach includes providing on-the-job training for MWBE firms for specific tasks, and pairing MWBE staff with Jacobs staff to make sure they can efficiently complete the work they are assigned.

Mentoring starts with the initiation of the task order. Upon task order award, Bryan and Karen will hold a kickoff meeting with each MWBE firm. This meeting will focus on the expectations for the project scope, schedule and budget, as well as the expectations of the MWBE firm. This enables us to understand how best to help them meet their business goals while providing an excellent/quality deliverable to DEN. During task order execution, regular meetings are held to make sure expectations

are met and meaningful work is being given. We will check in with the MWBE’s identified leads on a weekly basis to coordinate to align goals, coordinate scheduling and each month will review alignment of safety, owner direction, and performance expectations. If needed we will bring in additional resources from Jacobs to mentor and train our MWBE firms. An example is on the DEN CEP program, where our MWBE partner Killebrew was given a very tight deadline for a change request. Their small staff could not handle all this work within the needed schedule, so Jacobs brought in experts to support their delivery while keeping them as the lead. We are committed to our partners and clients and will not let either fail.

Past Performance

The success of our proven approach to diversity and inclusion in contracting with MWBE firms is demonstrated by our record of MWBE participation (see Exhibit 2-2 on the following page). We continue to meet and exceed our clients’ MWBE participation goals while building long-term relationships with our MWBE partners.

We routinely look for mentor protégé opportunities; one of our biggest success stories is at DEN. Jacobs began partnering with Shrewsberry in 2012, and in 2020 they graduated from CCD’s MWBE program, in large part because of our partnership with them.

Additionally, Jacobs is currently under contract at DEN as a subconsultant to two different MWBE firms, as we have mentored them to be ready to prime.

Exhibit 2-1. MWBE Subcontracting Process



Proposer's Culture

We have partnered with municipalities, such as Denver, Seattle, Los Angeles, Chicago, Houston, Atlanta, and San Diego, to provide mentoring to enhance business skills of local firms. This mentoring approach includes providing on-the-job training for MWBE firms for specific tasks, and pairing MWBE staff with Jacobs staff to make sure they can efficiently complete the work they are assigned.

Building an inclusive and diverse culture is a top priority and extends throughout Jacobs' organization and our project teams. We mandate non-discrimination clauses (regarding race, color, religion, national origin, ancestry, sex, age, medical condition, marital or domestic partner status, sexual orientation, gender identity, gender expression, citizenship, mental or physical disability, genetic testing, veteran status, limited English proficiency, or any other status or characteristic protected by federal, state, or local law) for our suppliers and subcontractors.

At Jacobs, we put people at the heart of our business. We have an unparalleled focus on inclusion, with a diverse team of visionaries, thinkers, and doers. We embrace all perspectives, collaborating to make a positive impact. The following certifications and recognitions demonstrate our commitment to diversity and inclusion:

- 2021, Best Places to Work for People with Disabilities by the Disability Equality Index (second consecutive year)
- 2021, Best Places to Work for LGBTQ Equality by Human Rights Campaign Foundation's Corporate Equality (three years running)
- 2021, Forbes List of America's Best Employers for Veterans
- 2021, HIRE Vets Gold Medallion for Veteran Recruiting

- 2021, No. 53, Newsweek's Top 100 America's Most Loved Workplaces 2021
- 2021, Forbes World's Top Female Friendly Company
- 2021, Best Place to Work for Disability Inclusion, American Association of People with Disability Inclusion
- 2021, Top Score on Disability Equality Index

Future Initiatives

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

- **Amplify a culture of belonging.** Expand beyond our conscious inclusion program, training the full 55,000-person global workforce in Bystander Intervention by the end of FY22.
- **Recruit, retain and advance Black employees based on merit.** Increase representation of Black employees at all levels over the next 3 years to proportionally reflect the overall external population and provide continuous professional development and advancement.
- **Contribute to structural change in the broader society.** Promote programs and volunteer opportunities for organizations committed to justice and equality through Jacobs' CollectivelySM giving and volunteering program.

Exhibit 2-2. Prior Subcontracting Success

Project	MWBE Firms	Goal vs. Actual	Support/ Technical Assistance
Concourse Expansion Program, Denver International Airport, CO	360 Engineering, Castillo Architects, Entitlement and Engineering Solutions, Gallun Snow, Group 14, Killebrew I Killebrew, PK Electrical, San Engineering	17% vs 20%	Mentoring, workforce expansion, quality management
A/E On-Call Contract, Denver International Airport, CO	360 Engineering, Castillo Architects, EES, Gallun Snow, Group 14, Killebrew, PK Electrical, San Engineering	17% vs 23.45%	QC processes, BIM submittals, Invoicing
Airside On-Call, Denver International Airport, CO	105 West, Shrewsbury, Corey Electric, Diversified Underground, JF Sato, Lund Partnership	20% vs 21.4%	Mentoring, workforce expansion



DSBO Forms



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 7 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 7 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

Bidder/Proposer (Name of Firm): Jacobs Engineering Group Inc.

Firm's Representative: Bill VanHercke, PE

Title: Vice President and Authorized Representative

Signature (Firm's Representative): *William VanHercke, PE*

Date: 2/14/2022

Address: 717 17th Street, Suite 2750

City: Denver

State: CO

Zip: 80202

Phone: 720-205-7694

Email: william.vanhercke@jacobs.com



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

City & County of Denver Contract No.: 202158815

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. Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. 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: Jacobs Engineering Group Inc.		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Bill VanHercke, PE		
Signature: <i>William VanHercke, PE</i>		Date: 2/14/2022
Address: 717 17th Street, Suite 2750		
City: Denver	State: CO	Zip: 80202
Phone: 720-205-7694	Email: william.vanhercke@jacobs.com	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: 105 West, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Robert C. Maestas	
Phone: 303-859-4491	Email: rmaestas@105westinc.com
Type of Service: Survey Support	

Name of Firm: SAN Engineering, LLC	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: John Migliaccio, PE	
Phone: 303-503-2593	Email: john@sanstructural.com
Type of Service: Structural Engineering Support	

Name of Firm: PK Electrical, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Alan Wiskus	
Phone: 720-481-3290	Email: awiskus@pkelectrical.com
Type of Service: Communications and Electrical	

“This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, Jacobs shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by Jacobs Engineering Group Inc and approved by DSBO, beginning in July of 2023 or at the request of DSBO.”

William L. VanHercke, P.E.

Bill VanHercke, PE

Vice President, Principal-in-Charge and Jacobs Authorized Representative

Brittany Croen

August 12, 2022

Assistant Director, DSBO

(delegated authority from DSBO Director)

EXHIBIT G

**REQUEST FOR PROPOSALS AND
CONSULTANT'S RESPONSE TO REQUEST FOR PROPOSALS**



REQUEST FOR PROPOSALS

ON-CALL WAYFINDING DESIGN SERVICES 2021

NO. 202158815

JANUARY 12, 2022

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Carissa Mah
 E-Mail: contract.procurement@flydenver.com

Request for Proposals # 202158815

PROPOSALS MUST BE RECEIVED BY: February 14, 2022 by 2:00 PM Denver Local Time

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

Schedule of Activities:

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

Event	Date
RFP Advertisement	January 12, 2022
Optional Pre-Proposal Conference	January 21, 2022 at 10:00 AM Denver Local Time
Last Date to Submit Written Questions	January 28, 2022 by 2:00 PM Denver Local Time
Proposal Due Date	February 14, 2022 by 2:00 PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

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

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDdlZDaxZjgtMWM2OS00NWewLTkwMTgtZjk3MTdhYjBlYmQ1%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%228620c71e-33b2-4fd0-8b25-3e9df1c314ba%22%2c%22IsBroadcastMeeting%22%3a%22true%7d&btype=a&role=a

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.** Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule.

All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

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

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

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

Vendor EBS Guide:

http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs:

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

BidNet Vendor Training Video Link:

<https://bidnetdirect.webex.com/bidnetdirect/lsr.php?RCID=921c686e667f4017a58858e957e03eff>

Minority and Women-Owned Business Enterprise Participation

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

7% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

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

General Statement of Work

The selected vendor will provide wayfinding and signage design services on an as-needed basis throughout the Denver International Airport (DEN) complex, including inside the Terminal, Concourses, curbside, parking garages, and roadways. The design firm(s) must be able to provide ADA compliance expertise and roadway standards expertise. Use of digital design and electrical design (for edge-lit or illuminated signs) could also be considered as components on an as-needed basis. Utilization of the Wayfinding Design Guideline Manual, the Roadway Master Plan and other established supporting

documents will be used as a basis for all design decisions. The selected wayfinding design firm(s) may be asked to help DEN manage the construction administration of the project as the Designer of Record (DOR). The selected firm(s) must also be able to produce precise construction documents, design drawings, renderings and detailed specifications as required.

PROPOSAL SUBMITTAL REQUIREMENTS

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

- Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV

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

- DSBO Forms
 - Commitment to MWBE Participation
 - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
 - MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)

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

- Financial Forms (From primes only, financial forms from subs are not required) - to be submitted as separate electronic files from the proposal
 - Exhibit B -
http://business.flydenver.com/bizops/documents/exhibitB_CoreStaff_Labor_Rates_Prof_Svcs.xlsx

REQUEST FOR PROPOSAL

NO. 202158815

ON-CALL WAYFINDING DESIGN

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about May 2022 and has a scheduled duration of approximately 3 years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The Scope of Work which applies to this contract is contained in the pages immediately following this page.

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

SCOPE OF WORK

DESCRIPTION and SCOPE OF WORK AREAS

Denver International Airport is seeking qualified firm(s) with experience to provide professional design and consultant services for DEN's Planning and Design, Wayfinding Department who manages all aspects of passenger-facing wayfinding and signage for the Denver Airport property and facilities, both interior and exterior. DEN roadways and facilities are growing at a rapid pace in which most, if not all projects require extensive signage and wayfinding design and implementation.

Denver International Airport's Wayfinding and Signage footprint consists of (but not limited to) the following areas:

- All signs along Pena Blvd
- All Secondary Roadways on airport property
- Inside and around parking garages
- All economy and shuttle parking lots
- All curbsides and entrance/exit vestibules signage from Levels 1-6
- The entirety of the Main Landside Terminal/Great Hall, Levels 4, 5 and 6
- Airside Concourses on A, B and C, including expansion areas
- The RTD Transit center
- The Westin Plaza
- International arrivals areas/FIS
- Room ID signage throughout all facilities
- Amenity signage
- ADA and accessible signage
- Emergency signage
- Digital signage
- and any other entity which helps a passenger navigate their wayfinding journey at DEN

GENERAL SCOPE:

DEN routinely maintains an on-call Professional Services contract to provide Wayfinding design, expertise, and support on an as-needed, Task Order basis. Wayfinding and signage support and deliverables include but are not limited to:

- Analysis and Strategic planning
- Conceptual design
- Design standard enhancements
- Design development and detailed design drawings and deliverables
- Implementation and oversight of fabrication and installation
- Contract documents development
- Project management
- Collection of data and research

- Reports, drawings, presentation and documentation of work products
- Estimation and assessment costs, financial feasibility and implementation planning
- Key stakeholder outreach and involvement
- Research and adherence to all code-related standards, code analysis and signage construction feasibility
- Electrical and digital services as needed pertaining to signage
- Engineering services as needed pertaining to signage structures and construction

EXPECTATIONS:

DEN is highly interested in a design firm (or firms) who are knowledgeable and have extensive experience in large-facility (preferably aviation and transportation) wayfinding both interior and exterior (roadway).

DEN Wayfinding has an established Wayfinding Guideline which will be followed for all projects and implementations; however the development and proposal of additional features or functions that may be of further value to travelers which have not yet been addressed is also encouraged. Characteristics considered should include the following:

- Simplified signage which only gives information when needed
- Provide logical paths of travel for all users
- Highlights important services and facilities
- Reinforces change of direction or key points in the customer journey
- Has the right amount of information at the right time (not too much, not too early)
- Considers passenger needs
- Is a seamless and almost unconscious experience
- Maintains a focus on the passenger experience throughout all design and planning

REQUIREMENTS:

Potential consultants shall have professional design experience in Wayfinding and Signage Design and/or Environmental Graphic Design which can be exhibited through projects of similar functions, levels of complexity and targeting a large and diverse user base such as an airport.

Consultants must also provide experience and knowledge in interior signage, roadway signage including CDOT standards, digital signage and accessible standards which meet ADA requirements for all signage both static and digital where applicable.

Consultants must provide proof of experience in developing and implementing comprehensive wayfinding design packages for large projects. Potential consultant must provide detailed samples of similar work as mentioned above.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

III-3 Means of Communication

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

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

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

III-4 Interpretation of Proposal Documents

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

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed.

III-5 Addenda

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

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

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

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

III-6 DEN Website

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

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

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

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

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

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or

collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

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

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

III-9 Confidentiality of Records

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

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

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

III-10 Proposer Agreements

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

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

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

Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to as the “Goods and Services Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Procurement and are incorporated into these Procurement Documents by reference. Under the Goods and Services Ordinance, the Director of the Division of Small Business Opportunity (“Director”) has the authority to establish participation goals for contracts and purchase orders for the purchase of services by the City and County of Denver. The participation goal is stated in the Instructions. In order to comply with the submittal requirements, the Commitment to MWBE Participation Form and MWBE EDI Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved MWBE EDI Plan.

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

required to prepare and submit to DSBO an updated MWBE EDI Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The contractor/consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE EDI Plan and the contents within such plan.

III-12 Certification of Independent Price and Work Determination

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

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

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

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

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

III-13 Designation of Subcontractors

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

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

III-14 Payment

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

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

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

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

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

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

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

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

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

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

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

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

III-16 Insurance Requirements

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

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

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

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

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

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

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

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

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

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

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

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

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

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

III-26 Collective Bargaining Agreement

An unknown percentage of the Qualified Workers, as defined by Executive Order 136, are covered by a collective bargaining agreement with the existing contractor. The City and County of Denver is not a

party to the collective bargaining agreement, nor does it have an ordinance or policy requiring the successful proposer to enter into a collective bargaining agreement.

END OF INSTRUCTIONS TO PROPOSERS

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

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

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

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

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 20 pages.** This page limit does not include the cover letter, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.
- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.

- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal

IV-3 Proposal Narrative Contents

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

Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It shall include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 5, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

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

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

1. Cost Effectiveness

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team's philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer's process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract MWBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results. Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective. Please describe any processes unique to your company or team that adds value to your proposal, as well as

any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

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

The City is committed to advancing its vision of historically underutilized multicultural business equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which shall include certified small, minority, and women-owned businesses (as used in this document, historically underutilized multicultural business and small, minority, and women-owned businesses shall have the same meaning). As stated previously in the City's Values Statement, the City will provide significant contracting opportunities among these businesses and ensure they benefit from the contract. Aligning with the City's Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, minority, and women-owned business community, this contract's historically underutilized multicultural business engagement initiatives are intended as a part of the City's commitment to ensure small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project. The City believes the utilization of these businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

Article V, Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred to as the "Goods & Services Ordinance" and any 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 Goods & Services Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals for the expenditure of goods & services purchased for the City and County of Denver. The participation goal is stated in the Notice of Request for Qualifications bound herein.

To comply with the submittal requirements, a Commitment to MWBE Participation Form, 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and an MWBE, Equity, Diversity, and Inclusion Plan must be submitted. The execution of the contract will be conditioned on an Approved MWBE, Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) by the City's Division of Small Business Opportunity.

- A. Failure by the Contractor/Consultant awarded the contract to comply with 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 the City.
- B. The Proposer shall submit completed forms entitled: Commitment to MWBE Participation and 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The Proposer shall submit a Commitment to MWBE participation for the participation goal assigned to this project. The 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers shall include identified firms that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.
- C. The MWBE EDI Plan, is the Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE

contractors). The City will review and score each proposer(s) submitted MWBE EDI Plan. The selected proposer(s) shall collaborate with the City's DSBO on an approved MWBE EDI Plan. Upon Approval by DSBO of the Proposed MWBE EDI Plan, the Proposed MWBE EDI Plan shall be referred to as the "Approved MWBE EDI Plan." Thereafter, the contractor/consultant is required to prepare and submit to DSBO an updated MWBE EDI Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE EDI Plan and the contents within such plan.

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

The Proposer shall describe how EDI has been promoted internally and rooted within their company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

Proposer's response should include, but is not limited to:

- A. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the MWBE EDI Plan, specifically:
 - a. B2GNow (Small Business Certification and Contract Management System) User,
 - b. Project Manager(s),
 - c. Controller,
 - d. Superintendent (if applicable), and
 - e. Outreach/Community Engagement Coordinator (if applicable).
- B. MWBE Utilization Strategies. Describe the strategies and tactics Proposer is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.
- C. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to MWBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the MWBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and sponsor to provide assistance and/or guidance to small businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- D. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove

barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

- E. Communication and Vendor Management. Describe the communication strategies and assistance Proposer is and will use with MWBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.
 - F. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both businesses and communities that they serve. Describe times when Proposer has been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with an MWBE firm (i.e., joint venture, performing as a subcontractor to an MWBE etc.), technical assistance, access to capital platforms and community outreach.
 - G. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
 - H. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.
3. Understanding the Project
Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.
 4. Proposed Work Plan and Approach
Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

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

5. Key Personnel and Ability to Respond

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

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

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor.

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

Exhibit B:

http://business.flydenver.com/bizops/documents/exhibitB_CoreStaff_Labor_Rates_Prof_Svcs.xlsx

Exhibit B is to be submitted as a separate electronic file.

6. Company Experience & 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 shall 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. Quality Control Plans

The evaluation will consider whether or not each specified item of concern is addressed. Since the implementation of the quality management/control plans is a contract requirement, the evaluation will consider effectiveness of the plan. Unnecessarily elaborate or ineffective plans will receive lower scores in the evaluation. The Quality Control Plan must address the following:

- a. Describe how you will assure only high-quality work is provided.
- b. Describe what you will do to establish positive attitudes, cooperation and good working relationship between your firm, subcontractors and the City.
- c. Demonstrate that you have the ability and will respond quickly when there is a construction related issue that is negatively affecting DEN operations.
- d. Submit a Quality Control Management Plan. The Quality Control Plan should be project specific, not a general statement.

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

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

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

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

Evaluation Criteria	
1.	Cost Effectiveness/Pricing
2.	MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)
3.	Understanding the Project
4.	Proposed Work Plan and Approach
5.	Key Personnel and Ability to Respond
6.	Company Experience & Qualifications
7.	Quality Control Plans

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

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

In response to the Request for Proposal (RFP) dated January 12, 2022, for RFP NO. 202158815, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer’s Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

Attachment 1, Part 4 MWBE Forms

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

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

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

Bidder/Proposer (Name of Firm):

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.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. 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:	

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:		

VII. ATTACHMENT 2, FORM W-9

FORM W-9

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

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

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: <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 <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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:

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

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

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

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

Future developments. 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:

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

VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: [insert specific DEN email address for the given contract]

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

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

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

- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - e. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **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.

A. Reference to Project and/or Contract

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

B. Additional Insured

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

C. Waiver of Subrogation

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

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

D. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification.

E. Additional Provisions

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

IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

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

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

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

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

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

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

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**”).

W I T N E S S E T H:

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

WHEREAS, the City desires to obtain professional on-call wayfinding and signage design services on an as-needed basis throughout the DEN complex, including inside the Jeppesen Terminal, concourses, curbside areas, parking garages, and roadways; 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 On-Call Wayfinding Design Services 2021 Project (the “**Project**”); 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:

1. **LINE OF AUTHORITY:**

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

2. **SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:**

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

to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

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

E. Time is of the Essence. 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.

F. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the CEO. 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.

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

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

iv. 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).

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

G. Personnel Assignments.

i. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement ("Key Personnel") unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its

sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. 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.

iii. 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 such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), 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 personnel, as applicable.

iv. 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 this Agreement.

3. 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 the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by 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 Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and

shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

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

C. Suspension and Termination.

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

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

iii. 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.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), 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 Section 4 (C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO 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 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), 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 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement or any Task Order, 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 breaches this Agreement, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** (“**Maximum Contract Amount**”). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. 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 Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

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

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay 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*.

i. 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.

ii. 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 Director or their authorized representative.

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

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

I. Carry Over. If 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 determines such fees are

reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is seven percent (7%).

ii. Under D.R.M.C. § 28-68, 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 agreement modifications, or as otherwise described in D.R.M.C. § 28-70, Consultant acknowledges that:

a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. 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 agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, 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 D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, 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 D.R.M.C. § 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. Prompt Pay of MWBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Consultant to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

C. 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, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

i. 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.

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

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

iv. 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.

v. 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.

D. City Minimum 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 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.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect 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, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are attributable to the negligence or fault of Consultant or 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 the 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 the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

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

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

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures.

The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

A. Status of Consultant. Parties agree that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that 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. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Consultant hereunder.

C. Compliance with all Laws and Regulations.

i. 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, Executive Orders, and rules and regulations of the City.

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

D. Compliance with Patent, Trademark and Copyright Laws.

i. 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.

ii. Pursuant to Section 8, 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.

i. Notices 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

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

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

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 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.

i. 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.

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

R. 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.

S. 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.

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

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

iii. 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.

iv. 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.

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

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. 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.

i. 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.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise 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.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to 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.

ii. 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, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, 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.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration (“FAA”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of 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.

i. 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.

ii. 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.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given 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.

iv. Consultant has a continuing duty to disclose, in writing, any actual or

potential conflicts of interest including work 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 their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

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

ii. The 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.

iii. 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.

12. 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 DEN’s Security Office.

13. 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.

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: 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: Request for Proposals and Consultant's Response to Request for Proposals

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

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

16. CITY EXECUTION OF AGREEMENT:

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

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or 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

Contract Control Number: PLANE-202158815-[[This Amendment Number]]
Contractor Name: ANY VENDOR

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: PLANE-202158815-[[This Amendment Number]]
Contractor Name: ANY VENDOR

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

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

XI. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.



On-Call Wayfinding Design Services

RFP No. 202158815

Denver International Airport

Submitted by Jacobs. February 14, 2022



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Proposal Acknowledgement Letter

Proposal Data Form

Disclosure of Legal & Administrative Proceedings & Financial Conditions

Form W-9

Certificate of Good Standing

DSBO Forms

Commitment of MWBE Participation

1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers

Diversity Survey

Attachment A: Quality Control Plan

Resumes

Cover Letter



February 14, 2022

Carissa Mah, Contract Administrator
Administration Office Building (AOB)
Denver International Airport
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340

Jacobs Engineering Group Inc.

717 17th Street, Suite 2750
Denver, Colorado 80202-5131
1.303.820.5240
Fax 1.303.820.2402

Subject: Re: 2021 On-Call wayfinding Design Service, No. #202158815

“Challenging today. Reinventing tomorrow.”

~ Steve Demetriou, Chair and Chief Executive Officer

Dear Ms. Mah:

Denver is a world-class city where we live, play and work, and the Denver International Airport (DEN) is a key driver of this success. As one of the fastest growing airports in America, you need a forward-thinking partner you can trust to deliver your wayfinding design services contract. Jacobs Engineering Group (Jacobs) is your trusted partner who can respond to the varying scope of wayfinding projects, including in your terminal, concourses, parking garages/lots and landside. Our capabilities include static signage in your facilities and out, as well as digital variable message signage in your facilities and out. We will deliver each task order in a smooth and efficient manner. At Jacobs, we start with “what if” to surface new possibilities and harness deep technical expertise to bring bold solutions to fruition. We see every day as an opportunity to make the world better.

Jacobs is pleased to provide the attached response to the On-Call Wayfinding Design Service 2021 No. #202158815.

Keys to success and future growth are well planned facilities that provide consistent visual guidance allowing travelers to find their way intuitively and easily. Jacobs brings extensive experience to this contract, as we bring experience and technical excellence on wayfinding at DEN inside the terminal, concourse, and across your access roadways. Led by **Bryan Smith, AIA, PE, LEED AP**, the Concourse Expansion Program has developed updated wayfinding and visioning standards that we are prepared to design and install across the remainder of your passenger facilities.

Our core staff have been with Jacobs for many years and commit themselves to the success of this contract. Led by Bryan, we have assembled a team of exceptionally talented and experienced aviation resources and subconsultants. We have assembled a team of diverse wayfinding experts to accomplish any need. In addition to Bryan, our team includes Dan King for parking garage and terminal area exterior wayfinding, and Jacqueline Dowds Bennett, PE for roadway signage. Together, we have successfully delivered relevant wayfinding design projects at DEN, across the City and County of Denver, for CDOT, and at other airports across the US. These projects include standards development, design, bidding assistance, and construction observation and management.

Through our shared experience, our team understands your facilities, stakeholders, internal project management process, and the community that we serve. Located in Denver with a staff of over 1,000 – with more than 130 professionals actively performing airport work in Jacobs’ Denver Aviation Center of Excellence (ACE) – the Jacobs team is a proven partner with DEN. In addition, we have teamed with three highly qualified, certified minority/women-owned business enterprise (MWBE) partners, and we will continue to look for additional MWBE partners to support our delivery at DEN. Our team will not only meet your 7 percent MWBE goal, but we will aim to exceed it.

The Jacobs team provides the following key benefits to DEN:

1 Detailed knowledge of DEN and your strategic vision for wayfinding, coupled with a flexible approach. As a result of our previous work with DEN, including generating the design principles handbook, updating the architectural standards, and updating wayfinding standards, we share a deep understanding of DEN’s aesthetic and strategic vision.

2 The #1 ranked firm in airport consulting with a fully dedicated team of locally based architecture/engineering professionals. DEN gets the benefit of Jacobs’ most experienced national experts, and a local team that shares the passion for our hometown Denver airport. **#1** in Airport Pure Design *Engineering News-Record (ENR)*

3 Dependable project management and quality management that you know and trust. We have provided a proven team that DEN knows and trusts, led by Bryan and our diverse wayfinding design staff, including Sean Durgee, Baylee Smith, and Steve Haave, each of whom brings a successful track record working on DEN projects and understands your key issues and needs.

4 Committed key personnel and MWBE partners who will be responsive to your needs and a sustainable future. Our key team members live in the Denver area and have a vested interest in your continued success. Jacobs is deeply committed to diversity in our

Should you have any questions regarding our submittal, please contact our Project Manager, Bryan Smith, at 562-552-4770 or by e-mail at bryan.smith2@jacobs.com.

Sincerely,

Jacobs



Bryan Smith, AIA, PE, LEED AP BD + C
Project Manager



William VanHercke, PE
Principal-in-Charge, Contract Authorizer

practice, our workforce composition, and our contracting. We recognize the critical role we play in developing a sustainable future and mentoring our MWBE partners.

“At DEN, it is critical that we have partners like Jacobs that are aligned with our social and community values.”

~ Cristal Torres DeHerrera / DEN Chief of Staff

We have strategically aligned with local MWBE firms for this contract based on their expertise and availability to properly serve DEN’s needs. Our MWBE partners are capable, experienced, and fulfil a key role for our project delivery. As a result, our target is to exceed the 7 percent required MWBE participation goal.

Our key personnel identified in Section 5 of this proposal are available, excited, and committed to work with DEN on this contract through its completion.

Our team includes:

J Jacobs (Prime) – Project management, MWBE firm mentoring, wayfinding, architecture, design visioning, planning, overall quality control, and other disciplines as required.

105West (MWBE) – Survey

PK Electrical (MWBE) – Electrical, Communications

SAN Engineering (MWBE) – Structural Design

1 | Cost Effectiveness

DFW



1. Cost Effectiveness

Having worked as a trusted advisor and on-call professional service provider to DEN since 2006, Jacobs understands your expectations for performance. We have proven our ability to quickly react to virtually any project need.

Cost-Savings Opportunities

Keys to success and future growth are well planned facilities that provide flexible opportunities for potential changes in the future. Since DEN's inception, we have helped the airport meet your goal of remaining a world-class aviation facility. We will provide solutions allowing DEN to expand and modify existing spaces as passenger travel increases and efficient passenger movement becomes increasingly important.

Our team's history with DEN will make certain cost savings are identified. Our philosophy for dealing with problems and our sensitivity to key issues make us the ideal partner in the on-call environment. These challenges include knowing what existing conditions have been documented, and often more importantly what had not, engaging the most knowledgeable resources, selecting the most experienced subconsultants, and understanding how the project may impact the airport. As an example of how our experience guides us, we know that relocating airlines and planning their new space could cause distress to a carrier, especially if the work is simply a "what if" exercise for a possible future condition. As a trusted partner, Jacobs knows when to be discreet and to let DEN take the lead in these situations. We have signed numerous non-disclosure agreements with DEN and have never breached that trust.

We provide scalability; we successfully plan projects regardless of size. Space strategies focus on the alignment of space use with organizational goals through the strategic "one size does not fit all" approach to scenario analysis. Analyzing qualitative and quantitative data to be measured against a framework of key industry data points and complex decision-making criteria allows for early informed real estate decisions. Design strategy provides for space and experiences for people. We integrate strategy and creativity to a cohesive whole, providing space with a visual identity and meaning and solutions that support our clients' goals and needs. We are informed, we are experts, and we love to solve problems big or small.

Jacobs in Action - Wayfinding Design Visioning for CEP

DEN Concourse Expansion Design Visioning. *On CEP, Jacobs helped DEN re-envision the wayfinding experience for the passenger in the new concourse extensions. The idea was to minimize the visual clutter and integrate digital media elements into the gate signage. Jacobs worked closely with DEN to create a refined and timeless modern design for the gate signs and jet bridge thresholds. The integration of digital media also gave DEN tremendous opportunities for advertising revenue generation.*



Jacobs' Competitive Edge

Jacobs has a unique competitive edge as one of the design leaders who re-envisioned DEN's new wayfinding standards and airside signage with integrated digital media displays. Unlike most wayfinding design firms, we have a creative team of architects who understand the wholistic design vision of the airport. We designed the signage in the concourse expansions to complement the architecture. As architects, we also have a distinct technical advantage where we can coordinate complex digital signage systems with the rest of the buildings MEP, IT and structural systems. We can offer creative technical solutions that have minimal impact to the existing infrastructure and will offer significant cost savings to DEN.

Jacobs is always innovating and finding ways to streamline our design to save our clients like DEN money. We use Autodesk Revit with a proprietary template made specifically for DEN projects that allows us to deliver 3D design. All design is done in the correct BIM layering so it can easily be dropped into the DEN BIM system.

Jacobs provides DEN with four key differentiators for this contract:

1. A deep bench of full-service subject matter experts to handle any need.
2. A local team with the passion for your facility that you know, trust, and always has DEN's best interest.
3. The ability to scale up or down to meet any schedule or budget requirements.
4. Full understanding of potential unintended impacts to mitigate any issues during the planning phase so your plan is implementable. This includes understanding how to phase construction work to minimize the impact on airlines and the traveling public.

Team Approach and Method on Cost Effectiveness and Efficiency

Jacobs' history of work at the airport brings knowledge that translates to efficient and cost-effective design. Our team meets with the DEN project manager to fully understand the project needs, budget, and schedule. This allows us to customize the team for each task order, including the right MWBE subconsultant(s) to efficiently deliver the project.

Quality control is an essential part of the process for signage design

Jacobs in Action - Managing the Program

Luis Munoz Marlin International Airport Wayfinding Activities.

As part of a major terminal remodeling program for Luis Munoz Marlin International Airport, Jacobs was tasked with creating a comprehensive, dual language, airport-wide redo of all interior & exterior signage. Multiple sign programs implemented and modified over the prior 20 years had created a dysfunctional passenger wayfinding experience. Jacobs designed a highly cost effective and functional wayfinding program for four concourses, landside/ticketing and baggage areas to be phased into the remodel. A temporary sign system was also created to address pathway closures during construction. Additionally, exterior roadway, curbside and regulatory signage was redesigned to improve function and readability and to address the new aesthetic of the airport's architectural upgrade.



construction document packages. Signage text and schedules can be tedious and require an extensive amount of coordination between trades. Our signage design team is led by architects who understand the complexity of multi-disciplinary coordination between building systems and can provide a more thorough review than a typical signage design firm. We also have close relationships with the City of Denver Building Department and Fire Department, and can help streamline this process for document and code reviews. We just completed a code compliance study for your parking garages, providing us with a deep understating of needed improvements to wayfinding across your parking garages and parking lots.

Right-Sizing the Team

Jacobs Incorporates Subconsultants to Perform as One Team, Meet Division of Small Business Opportunity (DSBO) Goals, and Optimize Cost Savings

During the pre-design process, we thoroughly analyze the scope, budget, and schedule to determine the appropriate tools and team members needed to efficiently deliver the task. We also review skill set, staff availability, and commitment to the deliverable schedule. For these fast-turn projects, our experience shows that a small and nimble but committed team of professionals provides the most cost-effective delivery. The team of designers, subconsultants, and subject matter experts (SMEs) are assembled and the right size teams are incorporated into the task planning. As an example, while our team may include multiple architects, we assign one lead architect to the project who is responsible for the overall design. For team availability, we have committed Bryan Smith to serve your needs through the life of this project.

Our company culture of inclusion and diversity means we are committed to helping our MWBE partners gain valuable experience and share a social responsibility for our local community. We have a long history of meeting or exceeding diverse business enterprise participation goals. We have diverse partners with whom we have developed long-term business relationships, and we often provide mentoring and training to enhance their company growth potential. We use these firms' ability to provide quality, specialized services that complement our in-house capabilities to provide you with the best and most cost-effective designs.

Maintaining Effectiveness and Quality

We have proven our ability to produce high-quality designs that effectively incorporate our subconsultants' work into one cohesive design by working together as one team. Steve Haave is our quality manager and makes sure the team is well equipped to deliver excellence. To implement high-quality service, Steve will continue to mentor our subconsultants in this process of reviewing their own work, while also engaging Jacobs SMEs to QC their work, as we retain ultimate responsibility for the quality of our team's products.

Jacobs in Action - Wayfinding Design Visioning for Renewal

DEN Renewal Concourse Design Visioning. *On the DEN Concourse Renewal Program, Jacobs explored outside the box ideas to integrate digital media into the concourse gate signage. The existing ceilings and circulation areas in the concourses are cluttered with advertising banners, hanging FIDS and miscellaneous signs. Jacobs proposed to de-clutter the concourses and integrated digital displays at the gate signs and jet bridge thresholds. This design is currently being implemented in the concourse expansions and eventually into the Renewal Concourse Renovation projects.*



CURRENT



AFTER

2 | MWBE Equity, Diversity, and Inclusion Plan



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

Jacobs recognizes the importance of providing meaningful opportunities for certified (MWBE) firms, and we have been nationally recognized for leadership in mentoring and involving MWBE firms on our programs and projects.

Jacobs is aligned with the City and County of Denver’s DSBO mission to strengthen these critical MWBE partnerships and expand opportunities to more MWBE companies.

MWBE Commitment



Our commitment to economic inclusion and supplier diversity presents an opportunity to improve performance and maintain Jacobs’ position as a leader in our industry. As we work to provide solutions for a more connected, sustainable world, we strive to provide opportunities for local, small and diverse businesspartners. We also recognize the importance and benefits of making a positive economic impact in the communities where we live and work. Our company is passionately dedicated to building a strong, diverse, global supplier network that provides flexibility, market-specific insights, and economic and environmentally sustainable solutions.”

~ Steve Demetriou, CEO Jacobs

Jacobs will meet the 7% MWBE goals as stated in the RFP – in fact we plan to far exceed this goal on this contract.

Building an inclusive and diverse culture is a top priority and extends throughout Jacobs’ organization and our project teams. We mandate non-discrimination clauses for our suppliers and subcontractors. We rely on our teaming partners to help support our clients’ needs and we understand the value they bring to your business. Our goal is to be as diverse as the communities and clients that we serve.

Identify Key Personnel

Our key personnel are fully invested in the MWBE partnerships and include the following:

- ✓ Bryan Smith, Project Manager; Bryan.Smith2@jacobs.com, 562.552.4770
- ✓ Bill VanHercke, Principal-in-Charge / Vice President US West Aviation; William.VanHercke@Jacobs.com, 720.286.5246
- ✓ Karen Nakandakare, Small Business Inclusion Manager and B2GNow Coordinator; Karen.Nakandakare@jacobs.com, 303.263.1768



As part of our MWBE EDI plan, our **Project Manager, Bryan Smith and PIC Bill VanHercke, will be supported by our Small Business Inclusion Manager, Karen Nakandakare.** Karen serves in this role for many of Jacobs projects, including at DEN CEP and as the National Western Center Program Workforce Development manager,

working closely with the City and County of Denver and Equity partners so that Jacobs promotes awareness, outreach, training and employment of people from economically disadvantaged areas and populations. She has a rich career in diversity, workforce, small business, and community advocacy where she has been recognized numerous times by government and industry for her outstanding performance in the fields of inclusion and diversity.

MWBE Utilization Strategies

For each task order, Bryan, Bill, and Karen will discuss the skills needed, coordinate outreach to MWBE firms that match the capabilities required and select the most appropriate qualified firms. We will work with these firms to optimize scopes of work and make sure that tasks and services are completed as economically as possible, while providing maximum opportunity for each team member. In some cases, these MWBE firms

will work as an extension of our staff, allowing our team to mentor these business partners and their employees in best practices for project quality control and assurance.

We will look specifically for a meaningful work scope that leverages the expertise and local experience of available firms and exceeds the stated goal for the task order. When MWBE partners are not selected by Jacobs, a debrief is held. The debrief will be used as a learning opportunity to identify strong points in the proposal and areas in which the proposer was not as strong as the selected proposer. A course of action for improvement will be suggested. We will also look for future opportunities that match the proposer's strengths.

Technical Assistance and Support Services

For decades, we have worked in partnership with MWBE firms to provide meaningful support to grow their businesses. We have participated in formal federal mentoring programs and have developed an internal program using the guidelines of several federal agencies.

As an example, we established a prompt payment program where our partners get paid within 30 days of an invoice, as we fully understand the burden late payments can have on our small business partners. Our approach also involves coaching and guidance. For our new relationship MWBE partners, we will work with their staff on administrative/contracting requirements, project delivery, and other concerns related to providing service to DEN.

Karen will work with DEN and each category team to make sure we fully incorporate opportunities for new and existing MWBE firms to the

greatest extent possible. Karen has developed a directory of all MWBEs by scopes of work and NAICS codes to track contacts made, contracts awarded, and the number of times we have or have not selected a specific firm for a task. Our approach to small business outreach involves building a strong bench of firms with capacity, capability, and flexibility for current and future work, not only under this on-call contract, but for other Jacobs projects as well.

Our outreach program includes:

- Providing engagement opportunities to meet with our team
- Developing a relationship/coaching initiative to scale up small business consultant partners
- Educating small businesses on our requirements for both the pursuit and contract award phases
- Sourcing new MWBE and small business partners

We will also leverage our connections with national and local minority and women contracting associations. In Colorado, we maintain memberships in the Women in Transportation Seminar (WTS), Hispanic Contractors of Colorado (HCC), Association of General Contractors (AGC), Conference of Minority Transportation Officials (COMTO), and others. These memberships will support our outreach and efforts to maximize participation opportunities for MWBE firms.

Procurement Process

Upon contact from the City for a task order, Bryan, Karen, and Bill will discuss the scope of work. We have included three key MWBE partners



Jacobs in Action - Managing the Program

National Western Center Biz Navigator. For the National Western Center; Karen Nakandakare developed a small business concept wherein a member of the team would serve as a "Biz Navigator" to provide small business and contractor navigation. We plan to leverage this idea for this contract. She will provide strategic and continuous outreach to the small business community to ensure awareness of project opportunities and help small businesses get referred to the right contract staff for opportunities.

based on the expected scope of work and our history working with them to deliver projects at DEN. With each task order, Bryan will reach out to additional qualified firms in the industry, based on our established and growing database of over 30 Denver-based MWBE partners, to solicit availability and interest. Our goal is to increase the number of teaming partners each year to expand our relationships and bring on new, qualified MWBE firms who bring fresh ideas to Denver.

As the City generally requires a quick turnaround for their projects, Bryan will request a response within the timeframe allotted. As part of our subcontracting process we also review the safety performance of our teaming partners. The flowchart shown in Exhibit 2-1 illustrates how MWBE firms are incorporated into our mini-bid “on-call” procurement process.

Communication and Vendor Management

Mentoring is a key part of our partnerships. This mentoring approach includes providing on-the-job training for MWBE firms for specific tasks, and pairing MWBE staff with Jacobs staff to make sure they can efficiently complete the work they are assigned.

Mentoring starts with the initiation of the task order. Upon task order award, Bryan and Karen will hold a kickoff meeting with each MWBE firm. This meeting will focus on the expectations for the project scope, schedule and budget, as well as the expectations of the MWBE firm. This enables us to understand how best to help them meet their business

goals while providing an excellent/quality deliverable to DEN. During task order execution, regular meetings are held to make sure expectations are met and meaningful work is being given. If required we will bring in additional resources from Jacobs to support our MWBE firms. An example is on the DEN CEP program, where our MWBE partner Killebrew was given a very tight deadline for a change request. Their small staff could not handle all this work within the needed schedule, so Jacobs brought in experts to support their delivery while keeping them as the lead. We are committed to our partners and clients and will not let either fail.

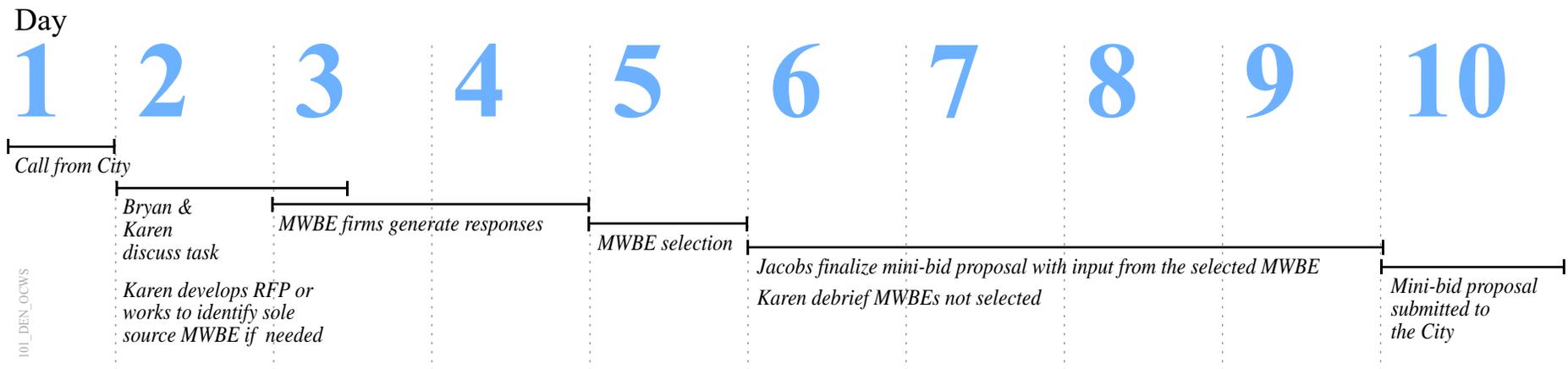
Past Performance

The success of our proven approach to diversity and inclusion in contracting with MWBE firms is demonstrated by our record of MWBE participation (see Exhibit 2-2 on the following page). We continue to meet and exceed our clients’ MWBE participation goals while building long-term relationships with our MWBE partners.

We routinely look for mentor protégé opportunities; one of our biggest success stories is at DEN. Jacobs began partnering with Shrewsberry in 2012, and in 2020 they graduated from CCD’s MWBE program, in large part because of our partnership with them.

Additionally, Jacobs is currently under contract at DEN as a subconsultant to two different MWBE firms, as we have mentored them to be ready to prime.

Exhibit 2-1. MWBE Subcontracting Process



Proposer's Culture

We have partnered with municipalities, such as Denver, Seattle, Los Angeles, Chicago, Houston, Atlanta, and San Diego, to provide mentoring to enhance business skills of local firms. This mentoring approach includes providing on-the-job training for MWBE firms for specific tasks, and pairing MWBE staff with Jacobs staff to make sure they can efficiently complete the work they are assigned.

Building an inclusive and diverse culture is a top priority and extends throughout Jacobs' organization and our project teams. We mandate non-discrimination clauses (regarding race, color, religion, national origin, ancestry, sex, age, medical condition, marital or domestic partner status, sexual orientation, gender identity, gender expression, citizenship, mental or physical disability, genetic testing, veteran status, limited English proficiency, or any other status or characteristic protected by federal, state, or local law) for our suppliers and subcontractors.

At Jacobs, we put people at the heart of our business. We have an unparalleled focus on inclusion, with a diverse team of visionaries, thinkers, and doers. We embrace all perspectives, collaborating to make a positive impact. The following certifications and recognitions demonstrate our commitment to diversity and inclusion:

- 2021, Best Places to Work for People with Disabilities by the Disability Equality Index (second consecutive year)
- 2021, Best Places to Work for LGBTQ Equality by Human Rights Campaign Foundation's Corporate Equality (three years running)
- 2021, Forbes List of America's Best Employers for Veterans
- 2021, HIRE Vets Gold Medallion for Veteran Recruiting

- 2021, No. 53, Newsweek's Top 100 America's Most Loved Workplaces 2021
- 2021, Forbes World's Top Female Friendly Company
- 2021, Best Place to Work for Disability Inclusion, American Association of People with Disability Inclusion
- 2021, Top Score on Disability Equality Index

Future Initiatives

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

- **Amplify a culture of belonging.** Expand beyond our conscious inclusion program, training the full 55,000-person global workforce in Bystander Intervention by the end of FY22.
- **Recruit, retain and advance Black employees based on merit.** Increase representation of Black employees at all levels over the next 3 years to proportionally reflect the overall external population and provide continuous professional development and advancement.
- **Contribute to structural change in the broader society.** Promote programs and volunteer opportunities for organizations committed to justice and equality through Jacobs' CollectivelySM giving and volunteering program.

Exhibit 2-2. Prior Subcontracting Success

Project	MWBE Firms	Goal vs. Actual	Support/ Technical Assistance
Concourse Expansion Program, Denver International Airport, CO	360 Engineering, Castillo Architects, Entitlement and Engineering Solutions, Gallun Snow, Group 14, Killebrew I Killebrew, PK Electrical, San Engineering	17% vs 20%	Mentoring, workforce expansion, quality management
A/E On-Call Contract, Denver International Airport, CO	360 Engineering, Castillo Architects, EES, Gallun Snow, Group 14, Killebrew, PK Electrical, San Engineering	17% vs 23.45%	QC processes, BIM submittals, Invoicing
Airside On-Call, Denver International Airport, CO	105 West, Shrewsberry, Corey Electric, Diversified Underground, JF Sato, Lund Partnership	20% vs 21.4%	Mentoring, workforce expansion

3 | Understanding the Project

PHX



3. Understanding the Project

On-call service contracts are a fundamental part of Jacobs' overall business. However, it is our long-standing relationship with DEN and recent and relevant experience with your wayfinding initiative that is most significant to this contract.

Understanding the Scope of Work

Jacobs brings unmatched experience for on-call service contracts at US airports, with a total of 83 on-call contracts currently held at airports of various sizes. These programs are unique in that they provide an opportunity to truly partner with the owner. We staff our on-call contracts with experienced team members who understand the nature of the contract and who can bring fresh ideas from their worldwide airport experiences to your projects at DEN.

As one of the lead wayfinding design teams for DEN airport, we have an intimate knowledge of the signage design standards and the complexities required to implement DEN's future vision for wayfinding. We were integral to the design and visioning for the digital signage in the DEN expansion projects. We also led the wayfinding visioning for the concourse renewal projects and we understand the complexity of integrating the signage with the existing building infrastructure. Jacobs is also managing the program for the Great Hall Completion Program, providing in-depth understanding of the main terminal improvements and planned wayfinding upgrades that will allow us to provide a seamless wayfinding experience across all of your facilities.

Our roadway signage team has also done extensive work around Denver, including the I-70 corridor, and has the required expertise to perform any roadway signage design work that DEN requires to implement their master plan vision.

Complexities and Challenges

Our philosophy for dealing with problems and our sensitivity to key issues make us the ideal partner in the on-call environment. These challenges include knowing what existing conditions have been documented, engaging the most knowledgeable resources, selecting the most experienced subconsultants and understanding how the project may impact the airport. We understand the complexity and challenges

required to implement the new signage into the existing infrastructure. For instance, the new digital signage being implemented into the airside concourses requires extensive coordination and design work with the existing fiber backbone infrastructure. This is not a one size

Jacobs in Action - Wayfinding Design Collaboration with CDOT

CDOT I-25 Gap Project. *The I-25 Gap project constructed 18 miles of interstate to include tolled express lanes and reconstructed 5 interchanges. Jacobs designed the regulatory, warning, and guide signs for the project in accordance with local and national standards and guidelines. The GuidSign program was used to layout and detail numerous overhead and ground-mounted guide signs for the mainline, toll lanes, and truck chain-up area. Due to the elevation differences between the two travel directions in some locations, the sign structures required unique designs that exceeded CDOT standards. Design effort included provisions to relocate existing guide signs in temporary locations during construction activities.*





fits all design approach and we are sensitive to the complexity of integrating into DEN's existing IT system.

On-call professional services contracts require the team to have the expertise and flexibility to support your immediate and broad-based needs on any task, big or small. Individual projects may involve one subconsultant or all members of our team and we have a process to assemble the right-size team for each. Task scopes may not be fully defined at the outset, their size and complexity can vary widely, and the need can be urgent. We have the experience and depth to handle any urgent need. In addition to our dedicated Denver staff, we can pull resources from our national staff who bring specialized expertise and lessons learned from working on over 100 airports across the US.

Our Denver Buildings Group has completed projects from the bottom of the utility tunnel to the top of the Ramp Tower and from the iconic entry sign on western Pena Boulevard to the furthest eastern gate of Concourse C. We know your facilities, staff, and stakeholders and have the leadership skills to deliver any sized multidisciplinary task. We have proven experience completing critical on-call tasks, due to our team's ability to deliver DEN solutions and not problems, and we will pull in our recent knowledge working on DEN wayfinding design projects.

Philosophy for Dealing with Problems

A program's success depends on a unified team that includes you, your stakeholders, and us. Developing positive working relationships

starts with Bryan, a team builder who takes a collaborative approach to projects and knows the importance of working together. As a consensus builder, he strives to bring out the best in his teams. He is an effective communicator and listener across all levels – with team members, stakeholders, and clients – and makes sure all participants are engaged throughout the project.

Jacobs is sensitive to DEN's vision for implementing their future for wayfinding projects. We put our ego aside and understand that the design must be specifically tailored to DEN, both from an aesthetic and technical standpoint. **Other signage design firms may impose their design vision on the client, but we are here to offer creative solutions that are worked out collaboratively with DEN.**

Jacobs in Action - Wayfinding Design Collaboration with DEN

DEN Digital Gate Sign Mockups. During the wayfinding design visioning process, Jacobs closely collaborated with DEN to develop a clean and modern design for the jet bridge threshold and gate signs. By integrating the digital media and advertising with the gate signage, DEN was able to de-clutter the concourses and provide more visual clarity for the passenger. Jacobs worked extensively with DEN on the digital sign mockups to achieve a refined design that worked both for the expansions and existing concourses.



4 | Proposed Work Plan and Approach



4. Proposed Work Plan and Approach

Jacobs understands your expectations for performance. We have proven our ability to quickly react to virtually any project need with proven processes.

Proposed Work Plan and Approach

Whenever we initiate a project, we identify the key stakeholders and work directly with them to understand their goals and objectives. In doing so, we identify the major issues, formulate important questions that will lead to technical solutions, identify fundamental constraints that cannot (or will not) be overcome, and clearly lay out the decisions that are going to have to be made. We also plan for the unexpected and create a plan that is flexible to respond to such circumstances while maintaining the big picture for the project.

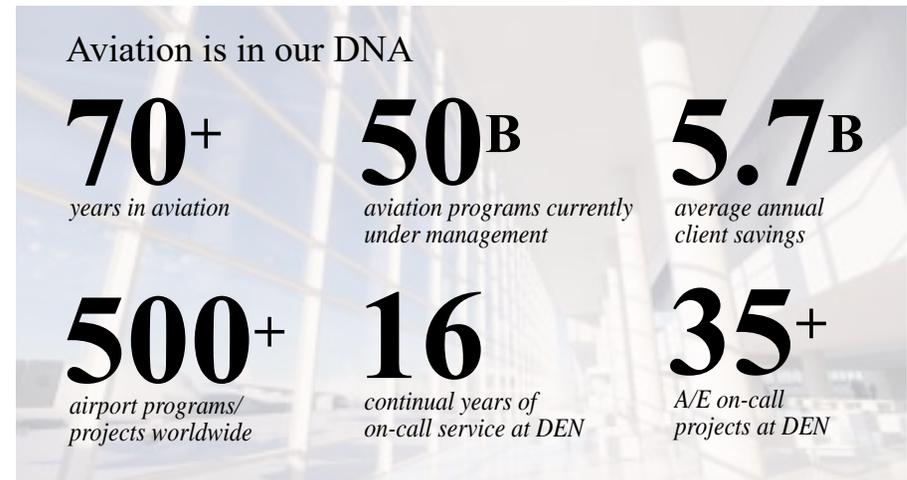
The most important elements of our work plan and approach achieve each task's objectives are described below.

Identify the issues and desired outcomes. The first and most critical step to delivering a high-quality product is establishing a clear understanding of the problem to be solved. Before a project will be scoped, staffed, or reviewed, our team commits to spending the time necessary to clearly articulate the issues and desired outcomes with DEN.

Develop a detailed scope of service for each on-call task. The scopes of service describe: (1) each task to be accomplished; (2) the objectives, scope, and analytical approach for each task; (3) the project manager's role and responsibilities; (4) staffing; (5) schedule; (6) budget; and (7) interim and final deliverable work products. A core principle of our quality assurance guidelines is client collaboration.

Clearly identify key team members and define their roles and reporting relationships. Bryan Smith is our proposed project manager. Depending on the specific assignment, one or more of the task leads may manage subject matter experts and senior advisors to perform the task.

Establish a comprehensive yet simple project management control system. Such a system facilitates: (1) providing effective coordination and communication among the key individuals, (2) scheduling appropriate resources for tasks, (3) identifying project challenges and



quick resolution strategies, and (4) providing effective follow-up.

Continuously reevaluate project priorities. We understand that airports operate in a dynamic environment where priorities can change during the course of a project. Regular status reports to DEN's project manager will facilitate communications and: (1) provide executive control over major decisions, (2) allow for the continuous reevaluation of project priorities, (3) allow for discussion of task progress, and (4) confirm strategies for resolving issues and reevaluating priorities.

Monitor project costs. We recognize the need to monitor project costs and optimize the value of work performed for the available budget. We deliver value by leveraging our staff and subconsultants and minimizing travel expenses.

Enforce quality assurance guidelines for all products. We take great pride in the quality of its products. We use a comprehensive QA/QC process that is structured so that all our work meets DEN's needs, is understandable and technically accurate, is appropriately documented to support key recommendations, is electronically compatible, is timely, and showcases the ability of team members to collaborate effectively and

efficiently. All submitted products and associated technical analyses will receive an independent review by at least one other senior staff member to confirm clarity and intellectual content.

Communicating Results. The value of superior communication and stakeholder coordination skills cannot be emphasized enough. Top-tier analysis, simulation, and other technical skills are always at the heart of any message, but we use a combination of meetings, workshops, and sometimes public meetings in our stakeholder engagement and consensus-building tasks.

Deliver High-Quality Products. We employ innovative graphic techniques to provide follow-along and take-home materials that are insightful, interesting, aesthetically pleasing, and educational. A high-quality product is one that meets DEN's needs and answers the stakeholders' questions, has support from management, is understandable and technically accurate, and is appropriately documented to support key recommendations and enables DEN to proceed with implementation.

Completion Briefing. Bryan and the appropriate task lead(s) will meet with DEN to review the task deliverables and to assess and identify any follow-up items, lessons learned, and recommendations for future tasks.

The Right Team

Our proposed management and organizational approach incorporates stakeholders and subconsultants to perform as one team. We dedicate the full commitment of our corporate leadership to deliver a quality work product to DEN. With each task, along with our in-house team of aviation experts, we engage our proven local MWBE partners to create the right mix of disciplines to meet your scope needs. Our success in staffing multiple on-call contracts results from combining our large resource base with dedicated core team partners. Our winning approach to teaming has proven itself over our long history of working with our subconsultants to exceed MWBE goals.

Our Team Approach to a Changing Environment

Aviation projects take place in a dynamic environment; when an urgent situation arises, our team works fast to assess the change, identify impacts, confirm direction, request authorization from DEN, and move forward as quickly as possible. As you have come to know from working with us, we are flexible, responsive, and highly adaptable to meet your

needs as situations evolve. Nothing exemplifies how flexible and resilient we all are then continuing to work through a global pandemic on the Concourse Expansion Program and your other on-call projects. Our team is passionate about serving DEN and takes immense pride in the work we do for you.

Jacobs in Action - *Managing Change*

Concourse Expansion Program (CEP) Commuter Facility.

Jacobs provided a redesign of the Concourse C-East, Area 10E Commuter Facility, which was initially planned as unprogrammed space. During a meeting between Jacobs, DEN Project Management Team, and DEN Planning, we presented an option showing an elevator centered in the circulation path with offset escalators and a new stairway to the East. DEN then requested that we redesign the area to incorporate the apron-level holdroom. With this change, we anticipated the collateral impacts to the adjacent Southwest Airlines breakroom and held a stakeholder coordination meeting. During the meeting, we provided revisions to the apron-level structural slab, vertical circulation equipment pits, underground utilities and other foundation changes associated with this area in an expedited manner. The revised design was then incorporated seamlessly into the ongoing construction activity.



Project Management Control Methods and Reporting System

Project controls are defined as the data gathering, management, and analytical processes used to predict, understand, and constructively influence the time and cost outcomes of a project through the communication of information in formats that assist effective management and decision making. There are three major components that measure project success:

- 1 Accomplishment of the results sought
- 2 Completion of the scope necessary to accomplish the results
- 3 Performance of the project within the bounds established

At Jacobs, we embrace project management controls for the entire life cycle of our projects using three elements: (1) experienced and proactive project managers, (2) standardized and proven policies and procedures for project management, and (3) the software as applicable to the specific project type and scope, and consistent with the client's requirements.

Procedures for Project Management

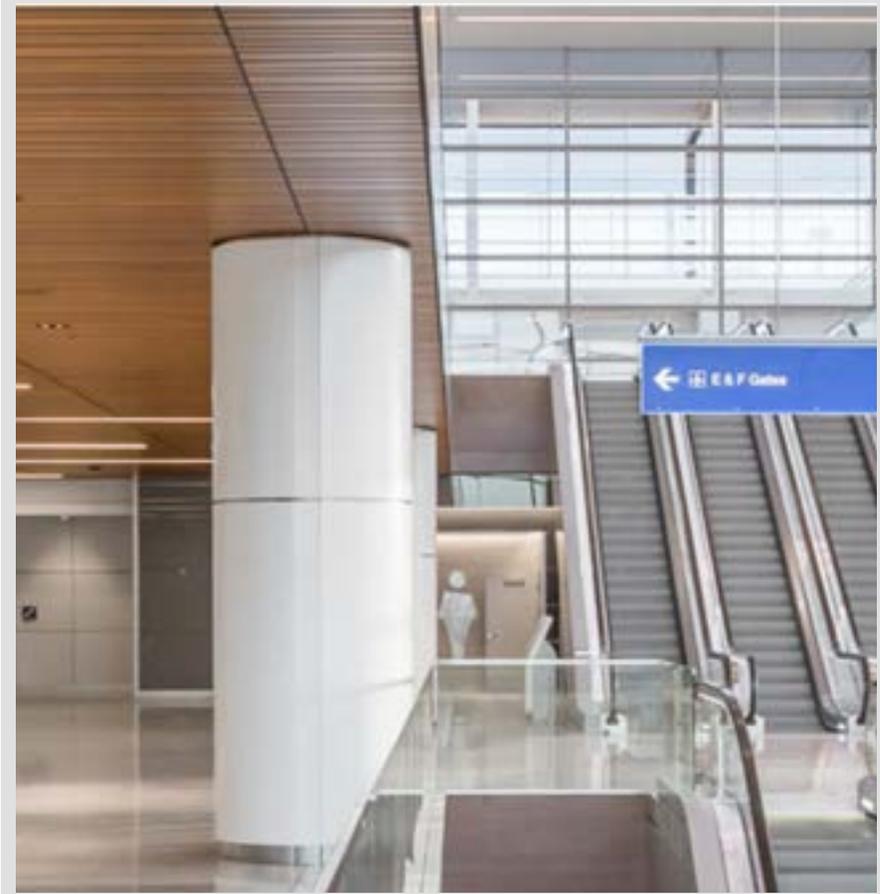
As set forth in this section, our approach to the work plan includes various sequential (and in some cases concurrent) activities, beginning with the identification of the issues and the desired outcomes to the completion briefing with executive management and DEN staff.

The methods used to achieve the results for each of the work plan activities are reflected in our structured, yet flexible Project Management Plan (PMP), with a continuous monitoring and adherence to the work breakout structure (WBS) and the resulting schedules

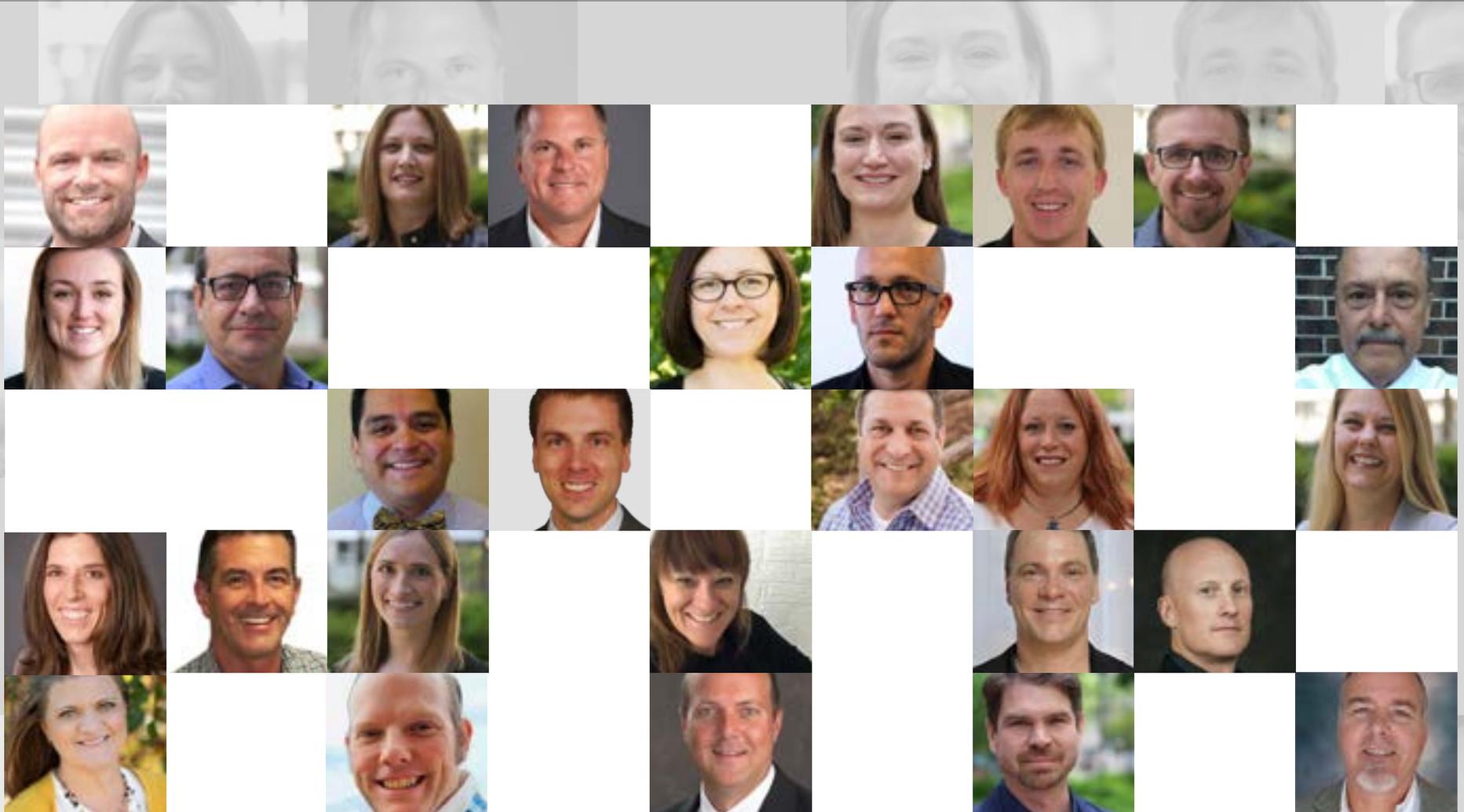
The goal of the proposed work plan and approach is the successful completion of the project or task that meets your goals and needs. It may be a long-term master plan or simplified restroom signage; the goal is accomplishing the task before us in a timely and cost-effective manner while hearing your desires and communicating with stakeholders.

Jacobs in Action - Wayfinding Approach

Phoenix Skyharbor Airport. Jacobs used our proven wayfinding design approach to help PHX upgrade wayfinding across multiple airport facilities. Work started with a visioning session that resulted in the airports Signage & Wayfinding Master Plan Manual, including the Roadway/Curbside Standards Manual. Jacobs then implemented these standards across the airport on the airport access road, terminal curbside, cell phone waiting lot, parking garage, Skytrain and Interior Signage across Terminal 4. Jacobs provides planning, design and construction management of the improvements across a 5-year horizon.



5 | Key Personnel and Ability to Respond



5. Key Personnel and Ability to Respond

Drawing from the most qualified resources in the Denver area, our team brings the skill set and depth needed to respond to the multitude of assignments anticipated during this architecture and planning on-call contract. Partnering with MWBEs is a critical component of our team’s approach for delivering value to DEN and our community.

Our Team Enhances DEN’s Strategic Objectives

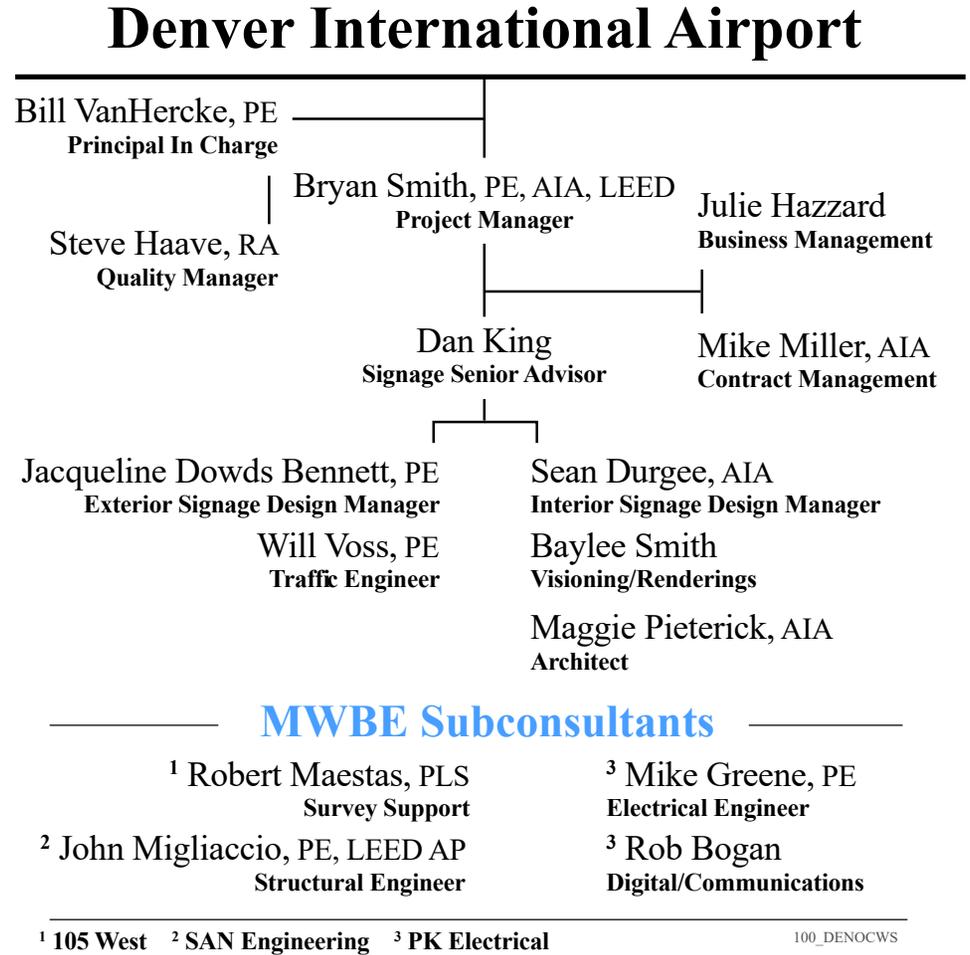
Our team members have been selected specifically for this program based on experience with DEN, alignment with our corporate philosophy and the aviation industry, proven ability to deliver wayfinding solutions at DEN, and experience successfully working on prior projects. We are dedicated to working closely with DEN to create an elevated traveler experience, making DEN a gateway connecting business, culture, and people.

Availability of Team Members

This wayfinding program comes at the perfect time for our Denver-based aviation staff, as our staff working on the CEP for DEN is nearing completion of our construction support activities, and is increasingly becoming more available. By the time this contract is procured and signed, CEP will be completed, and each staff member will be made available to support DEN’s needs. Principal In Charge Bill VanHercke works closely with Architecture Group Manager Christine Rajpal to make sure that the staff remains available to meet any project needs of this contract.

Exhibit 5-1 shows our team’s organization and the reporting relationship of our project team and key interface points with DEN. The following summaries highlight the technical proficiency of each team member to enhance the DEN strategic objectives and deliver on your scope of work.

Exhibit 5-1. Team Organization





**Bryan Smith, AIA, PE, LEED AP BD + C |
Project Manager**

Bryan is both an architect and a structural engineer. He has a strong background in architectural design, planning, and technical coordination in the aviation industry. He has led architectural design teams for aviation facilities, including terminal and concourse designs, detailed programming, design development, and construction documents. He was one of the lead architectural designers for the DEN CEP and has worked on the project from early design visioning through final technical implementation and construction. In addition to architectural design, Bryan has led design teams to re-envision the airport wayfinding experience and has implemented leading edge technologies.



Dan King | Senior Signage Advisor

Dan brings over 30 years of hands-on design experience and a value-added approach to his role of director of environmental graphic design at Jacobs. He has been involved in the programming, design, and fabricated comprehensive interior/exterior signage and wayfinding packages for 47 U.S. projects and 10 international airport projects. He brings extensive knowledge of design, fabrication, installation, materials, and cost estimating, coupled with field experience, giving him valuable insight through the entire design and implementation process. Dan is familiar with DEN's wayfinding design standards from his work on CEP.



**Sean Durgee, AIA, LEED AP BD + C | Interior
Signage Design Manager**

Sean is a dedicated aviation architect who has assisted on both new and renovation projects at the following airports: Montrose Regional, Buffalo Niagara International, San Antonio International, and DEN. He has been involved in these projects from schematic design through construction administration and has helped with a variety of tasks inclusive of consultant coordination, construction documentation assembly, and value engineering. He has a strong understanding of DEN's standards and has been leading the day-to-day tasks around the

wayfinding projects under CEP and assisted with the renewal project visioning. Sean has been coordinating all facets of the signs from design and renderings to construction implementation for both static signage and digital/dynamic signage. He greatly enjoys the collaboration process within the project design team to deliver a high-quality product to the client while addressing all their needs.



**Jacqueline Dowds Bennett, PE | Exterior Signage
Design Manager**

Jacqueline is a project engineer with 28 years of experience leading and conducting traffic signal, signing, pavement marking, and delineator design. Her experience also includes traffic safety studies, strategic highway safety plans, crash data analysis, traffic impact studies, corridor studies, multimodal transportation planning, and interchange feasibility studies. She has worked extensively on wayfinding projects in Colorado like Central I-70, I-25 Gap and the Colorado Springs Airport Business Park developing sign details using the GuideSign program.



Baylee Smith, Associate AIA | Visioning/Renderings

Baylee has spent her career dedicated to projects at DEN and is familiar with DEN's design standards, including the Wayfinding Design Guidance Manual. She is currently the architectural designer for the wayfinding efforts on CEPB and C East, providing concept layouts and rendering showing signage placement options. She also helped with the renewal concept design process, including presentation layouts, sign placement reviews, and attending design review meetings where she listened to DEN's ideas on signage and integrated that feedback into the designs. Additionally, Baylee is passionate about ADA compliance and sees that every design document she reviews is compliant with 2010 ADA Standard for Accessible Design and ANSI standards.



Steve Haave, RA | Quality Manager

Having practiced architecture for more than four decades, and with a background in construction, Steve provides architectural QA/QC project oversight. As QA/QC manager for Jacobs on the DEN CEP and A/E

on-call projects, he has provided QA/QC oversight on several projects, including Clear Office, Customer Service Office, SOAP, Hudson News Storage, Digital Experience, and Peak Storage. This direct experience on DEN projects affords Steve a unique understanding and familiarity with DEN standards, facilities, processes, stakeholder expectations, project coordination, and delivery methods. In addition to his role as QA/QC Manager, Steve acts as liaison with the local building, fire, and life-safety authorities for all DEN CEP projects during the issuance, permitting, and construction phases.



Julie Hazzard | Business Management/
Administrative Director

Julie is the business manager for Jacobs' Denver Buildings practice, responsible for all financial and administrative aspects of the projects. She is currently working on the CEP and our on-call contracts with DEN and helped manage the FasTracks Program for RTD. Her

business management expertise includes assisting in the development and monitoring of project management policies and procedures, reviewing financial performance of a variety of projects, establishing and performing project setup and closeout procedures, reporting on our teams MWBE achievements, and assisting in the preparation of project management and quality control plans.

An Experienced Team available to Deliver On-Call Contracts

Jacobs has teamed with three certified Colorado MWBE firms to support the 7% MWBE contract goal.

We selected our team subconsultants to take full advantage of their DEN knowledge, technical expertise required for your tasks and our demonstrated history of working together to deliver projects. Each team member brings an understanding of the technical requirements and the nuances of DEN's processes, has relationships with key project stakeholders, and commits to delivering high-quality deliverables.

Exhibit 5-2. Jacobs Team, Roles, and Work Location

Firm	Specialty	Local	MWBE	Office Address where work will be performed	Total Staff	Professional Staff	Support Staff
Jacobs	Prime	X		717 17th Street, Suite 2750, Denver, CO 80202	957	851	106
105 West	Survey	X	X	2140 S. Ivanhoe Street, Suite G5, Denver, CO 80222	11	8	3
105 West is a Denver-based consulting firm and offers professional land surveying services to client in both the public and private sectors, including CCD and DEN. 105 West has built a reputation for providing cost-effective solutions to modern-day survey challenges on time and under budget. 105 West has successfully provided surveying for several DEN projects, including Runways 7-25 and 8R-26L pavement rehab, and has been a valued partner to Jacobs on the Gate Apron Rehabilitation and Drainage Improvements (GARDI) Program.							
PK Electrical	Electrical, Digital, and Communications	X	X	4601 DTC Blvd, Suite 740, Denver, CO 80237	17	15	2
Founded in Denver in 1996, PK Electrical is a self-performing electrical engineering firm accustomed to using DEN Design Standards Manual for electrical and communications systems design. The staff also stays abreast on building information model (BIM) standards and is well-experienced with the model auditing process. PK Electrical staff worked directly with DEN's BIM team to help develop production standards for 3D modeling in Revit and has served on several on-call contracts with DEN while simultaneously designing the electrical and low-voltage systems for the CEP B and C East project with Jacobs.							
SAN Engineering	Structural Engineering	X	X	1150 W. Littleton Blvd, Suite 200, Littleton, CO 80120	11	8	3
Based in Colorado, SAN Engineering has provided professional structural engineering services to both CCD and DEN. SAN Engineering is experienced working along Pena Boulevard as they provided structural engineering services for the \$14.5M digital experience, giving them in-depth knowledge with DEN's CAD standards and submittal processes. SAN Engineering has also provided structural engineering assistance to Jacobs on CEP and is on our team for the Future Runway Design program.							

6 | Company Experience & Qualifications



6. Company Experience and Qualifications

Jacobs has worked on DEN on-call contracts since 2006, collaborating with DEN stakeholders, senior staff, project managers, architects, engineers, and operations and maintenance personnel. We have been committed to elevating your Core Brand, “LIVE LIFE. TRAVEL WELL” through our design solutions and we are proud to be the partner who best understands DEN’s culture and facilities.

Experience in Successful Similar Contracts

On-call service contracts are a fundamental part of our overall business. It is our long-standing relationship with DEN, providing on-call services for the last 15 years, that is most significant to this contract. We have successfully delivered project solutions that helped DEN meet your goal of remaining a world-class aviation facility. The on-call contracts we have delivered are broad-based assignments, granting us access to every inch of the airport – we are not only familiar with your large projects like CEP, Pena Boulevard Digital Experience, and the Great Hall, but with your enabling areas also. On-call services contracts are unique compared to single-project contracts because their scopes are not yet fully defined, the size of the projects vary widely, and the needs can be immediate and urgent. While we offer a robust local staff, we can pull resources from our staff who brings specialized expertise and lessons learned from working on over 400 airports across the United States.

We bring robust planning capabilities to DEN. We have performed architectural, planning, and engineering projects in the terminal,

concourses, parking garages/lots, and landside areas. We are familiar with the complexities and variations of DEN and because we understand that “box,” we can think “outside the box” and give you the best, most creative ideas that actually work. Additionally, we are well versed in the Wayfinding Design Guideline Manual; it is regularly referenced so that we use the approved guidelines for our current CEP wayfinding efforts. Additionally, we took part in the design visioning for overall DEN signage graphics prototypes and led the mock-up design process for public facing signage.

In addition to our team’s familiarity with the concourses and terminal, we are equally knowledgeable with the roads and parking garages that surround the airport. We have an expansive portfolio in local transportation projects, including our previous work with CCD and CDOT that includes design engineering, construction services, planning, survey, and project management. We have supported CCD in delivering some of the most complex and challenging projects, including I-25 Gap, 16th Street Mall, and the transformative development of the National Western Center.



Jacobs in Action - DFW Wayfinding Design Upgrade

DFW Terminal & Parking Garage Wayfinding. Similar to DEN, DFW “renewed” their dated terminals to the same standard of their new Terminal D, wayfinding as the voice of the airport played a major role in the project. The Jacobs team created a system that paid homage to the Terminal D while embracing the new architectural direction created for the airport. Some of the goals set for the system included easy to change graphics, energy efficient illumination, integration into the architecture, clear hierarchy of content and reduction of sign clutter.

Additionally, Jacobs completed a comprehensive redesign of the vehicular and pedestrian wayfinding for Terminal A & E parking garages. This revised program utilized a strategy Jacobs developed to address passenger complaints about the functionality of the garages.

Concourse Expansion Program (CEP), Concourses B and C, Denver International Airport

Client & Location	City and County of Denver Denver, CO
Project Reference	Stu Williams, Senior Vice President, Airport Office Building, Tel. 3030.342.2215, Email. Stuart.Williams@flydenver.com
Design Schedule Time Variance Proposed vs Actual	Proposed: 3/2017-11/2021 Actual: 3/2017-11/2021
Project Cost Variance Proposed vs Actual	Proposed: \$1,159,299 Actual: TBD; project is ongoing
Project/Design and Construction Contract Value	Design Value: \$65M not including renewal Total Program Value: \$1.6B, project is ongoing
Subconsultants	Gallun Snow, Group 14, 360 Engineering, E&ES, PK Electrical and San Engineering; Total MWBE Participation to Date 20%



Brief Scope Description: Jacobs designed and is providing construction administration services for the \$1.6B CEP. As part of our role as A/E of record, we have undertaken various wayfinding design activities, including:

- Visioning, design and construction documentation for all public facing wayfinding
- Design visioning for Concourse A, B, C renewal public facing wayfinding

Lessons Learned/Success/Outcomes. This program has provided multiple opportunities for lessons learned and has allowed us to provide great success and outcomes for DEN. A few of these include:

- **Collaboration:** The CEP team have worked collaboratively during the design phase to develop project costs while allocating and mitigating project risks. The efforts include constructability and value engineering reviews necessary to prepare guaranteed maximum prices for each

component package developed during the construction documents phase of design.

- **Technology and Savings:** The team is using online shared Bluebeam sessions and .PDF file format to review and mark up document sets, as well as Autodesk BIM360 and Autodesk Glue/Revizto for sharing design models, coordinating, and clash detection to produce fully coordinated design models and documents.
- **Future Proofing:** We are providing multiple design studies, performance simulations, right sizing, and creative approaches to design and problem solving in a large team environment with many demanding stakeholders. At every milestone of the project delivery, the value of validating the program, identifying the varying field/operating conditions, and incorporating future flexibility into the design became more apparent.
- **Schedule and Cost Strategies:** We are producing multiple packages to support a fast-track program in conjunction with the construction management at-risk contractor. To control cost, we prepared cost estimates at the 30%, 60%, 95%, and issued for construction milestones, and minor design revisions were made to maintain a budget baseline.
- **Sustainable Solutions:** Our designs create substantial gains in energy, efficiency, and sustainability for DEN, while allowing the airport to improve its layout, amenities, appearance, and levels of service for the modern traveler. Sustainable initiatives include improvement of the building envelope and systems efficiency and maintainability through specific cost-effective design enhancements.

Value Add - Supplemental Related Experience



A/E On-Call Services Projects, Multiple Contracts since 2006—DEN, CO. Since 2006, under our multiple A/E on-call services contracts for DEN, Jacobs' Denver office staff have provided services for a wide range of DEN projects varying in size and complexity. The projects listed below are a sample of the tasks our team has delivered, ranging from feasibility studies to construction administration, documentation, and oversight.

Architectural Standards • Design Principles Book • Outdoor Room Concept Design • Nursing Room Concept Design • Pena Boulevard Digital Experience • C West 5-Gate Expansion • Concourse A Retail Study • Food Count Refurbishment • Retail Design Reviews • Parking Garage Stair Replacement • Public Restroom Prototype • FIDS Replacement • GIDS Implementation • Concourse A West Gate Expansion Design • Hudson News Storage • Customer Service Relocation • Concourse A Escalator Replacement • Center Core Visioning • Garage Code Study

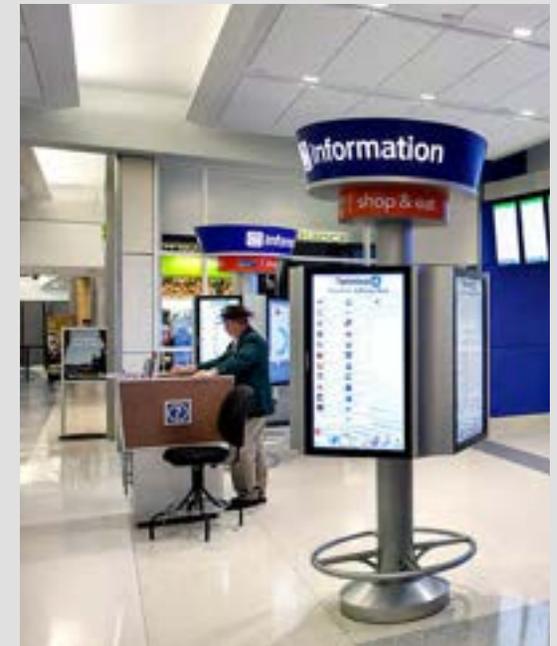
Lessons Learned/Success/Outcomes. We used building information model (BIM) submittals, and cloud-enabled workflow using BIM 360 to increase efficiency, as well as a team familiar with your staff and campus needs. We consistently received high marks on all delivered BIM files for adhering to DEN standards.

Terminal Renewal and Improvement Program (TRIP)—DFW, TX. DFW began their TRIP in 2010 to bring Terminals A, B, C, and E up to the same standard set by Terminal D. Wayfinding, as the voice of the airport in communicating with the public, played a major role in the project. The new sign system was to be based generally on Terminal D signage while taking the opportunity to improve upon that system. Terminal A was to be the first terminal renovated and the sign system created for it would become the standard for the rest of the terminals.

Jacobs created a system that paid homage to the Terminal D system while embracing the new architectural direction created for the TRIP. Some of the goals set for the system included easy-to-change graphics, energy-efficient illumination, integration into the architecture, clear hierarchy of content, and reduction of sign clutter. Working with a client-side Signage Steering Committee, we developed a sign family and functional signage zones within the terminal to meet the criteria developed by the steering committee.

We also completed a comprehensive redesign of the vehicular and pedestrian wayfinding for Terminal A and E Parking Garages. This revised program uses an existing strategy we developed to address passenger complaints about the functionality of the garages.

Lessons Learned/Success/Outcomes. Having a signage committee composed of stakeholders from all user groups within the airport assembled from the beginning helps provide proper vetting of the design, thus reducing design changes down the road.



7 | Quality Control Plan

DFW



7. Quality Control Plans

Our understanding of aviation-related planning, design, and operations issues comes from experience at more than 400 airports worldwide, including our experience at DEN. We bring best practices and proven quality control plans from working with your peer airports.

High-Quality Work for Jacobs and Our Subcontractors

We have proven our ability to produce high-quality work products that effectively incorporate our subconsultants' work into one cohesive deliverable by working together as one team. Steve Haave is our quality manager and makes sure that Bryan has the support needed to deliver excellence. To implement high-quality service, Steve will help mentor our subconsultants and engage subject matter experts (SMEs) to QC their work, even as we retain ultimate responsibility for the quality of our team's products.

Our team is committed to:

- Providing quality, excellence, and attention to detail in our activities and deliverables, including those of our subcontractors.
- Conforming with DEN requirements and design guidelines through systematic application of our quality program, with checks and audits to identify and correct noncompliant work.
- Maintaining requisite standards of quality throughout all work phases, while delivering value engineering and cost-effective strategies.

Positive Working Relationships

A program's success depends on a unified team that includes you, your stakeholders, and us. Developing positive working relationships starts with Jacobs, a team who takes a collaborative approach to projects and knows the importance of working together. Bryan, our project manager, embodies the mindset of Jacobs as a consensus builder and strives to bring out the best in his teams. Bryan and his team are effective communicators and listeners across all levels—with team members, stakeholders, and you—and makes sure all participants are engaged throughout the project. Having worked as the on-call consultant on many DEN programs, we know positive relationships among all team members are crucial.

Additionally, we have created an Advocate and Ally Training Guide to help staff with an easy-to-use format to discuss and practice the important skills of communication. If any conflicts arise, our team can use the training material to guide difficult discussions and address items before they become problems. Exhibit 7-1 is a sample topic from the Guide.

Exhibit 7-1. Sample Topic from Jacobs' Advocate and Ally Training Guide

Discussion Ground Rules

- | | | | | | | | |
|----------|---------------------------------------|----------|---------------------------------|----------|-------------------------------------|----------|--------------------------------------|
| 1 | Assume positive intent | 2 | Engage in dialogue | 3 | Demonstrate humility | 4 | Be open, transparent, admit mistakes |
| 5 | Embrace the power of humble listening | 6 | Create trusting and safe spaces | 7 | Commit to conversations that matter | | |

Quickly Responding to Issues

Aviation projects take place in a dynamic environment; when an urgent situation arises, our team works fast to assess the change, identify impacts, confirm direction, request authorization from DEN, and move forward as quickly as possible. As you have come to know from working with Jacobs, we are flexible, responsive, and highly adaptable to meet your needs as situations evolve. Our team members live in the Denver metro area, and they are readily available to respond to your needs, easily accessible, and available.

Keys to a Quality Project

We have included a Quality Control Plan specific to the wayfinding on-call contract, included in Appendix A. Quality projects start with a clearly defined scope and schedule, which is the cornerstone of our ability to manage, adapt, and quickly respond. We understand that projects contain many unknowns, and we clearly identify assumptions to establish a baseline for the unknown elements, allowing for clear and concise reconciliation as projects progress.

We reach out to our seasoned and proven local MWBE partners to create the appropriate mix of disciplines to service your scope needs. We offer the right mix of personnel, expertise, and experience working at DEN that uniquely qualifies our team to staff multiple concurrent tasks as they arise during this program.

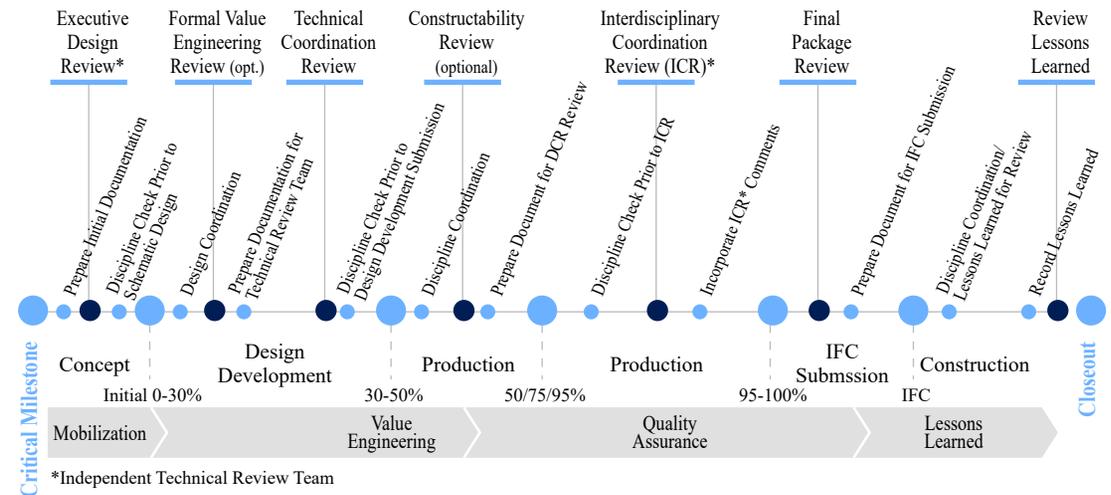
Our team’s history with DEN, coupled with our renowned QC process, will make certain that DEN’s standards are met. We are fully responsible for the completeness and quality for the work our entire team delivers.

Continuous Quality Control Strategy to Meet Owner Requirements

Our QC strategy is to proactively manage the overall team’s performance, which includes our subconsultant team. We work with you at the outset of the contract to develop specific measures of performance. For complete and consistent quality, our QC Manager, Steve Haave, engages a support team of SMEs, professionals with experience at DEN and other similar aviation facilities to oversee all disciplines of design, including our subconsultants. Our partners bring their own DEN knowledge and experience to add value to our team and enable us to deliver DEN’s task order needs on time and within budget.

As shown in Exhibit 7-2, our QC reviews verify that project deliverables comply with contract and regulatory requirements and serve as an auditing function to confirm we are meeting or exceeding your

Exhibit 7-2. Quality Control Process



expectations. Each of our projects includes a written QC plan to meet our internal quality requirements and address the scope and client expectations of the project. Our QC process focuses on steering quality, not restoring it, and is based on identifying key milestones for intra-team and independent discipline-specific reviews to confirm that our deliverables are thoroughly coordinated. We also perform internal quality audits to make sure the QC Plan and documentation for each project are completed and in order. Our in-house team discipline leads mentor our subconsultants and perform a QC of their work, as we retain ultimate responsibility for the quality of our team’s products. The benefit to DEN is that we mitigate potential issues early on rather than finding them at the end of design, ultimately preventing any loss of schedule or unexpected budget implications.



Jacobs in Action - Managing the Program

Concourse Expansion Program. During construction DFD changed its design criteria for the fire pump calculations, which required extensive additional fire protection modeling and calculations. Jacobs provided supplemental support to Killebrew by providing resources from our DFW and Krakow offices, resulting in ‘round the clock’ capacity to complete the effort in half the time originally projected.

Proposal Forms

PHX



- Proposal Acknowledgement Letter
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Conditions
- Form W-9
- Certificate of Good Standing

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

City and County of Denver
Denver International Airport

Proposer: Jacobs Engineering Group Inc. Date: 2/14/2022

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

In response to the Request for Proposal (RFP) dated January 12, 2022, for RFP NO. 202158815, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: 1

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

Signature: *William Z. VanHercke, P.E.*

Type or print name: Bill VanHercke, PE

Proposer’s Business Address: 717 17th Street, Suite 2750, Denver, CO 80202

E-mail address: william.vanhercke@jacobs.com

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: Jacobs Engineering Group Inc.

Proposer Address: 717 17th Street, Suite 2750, Denver, CO 80202

Phone: 720-205-7694 Fax 720-286-9985

Email: william.vanhercke@jacobs.com

Federal Identification Number: 95-4081636

Principal in Charge (Name & Title): Bill VanHercke, PE, PIC & Authorized Representative

Project Manager for this RFP (Name & Title): Bryan Smith, PE, AIA, LEED AP

Equal Employment Opportunity Officer: Karen Nakandakare

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

Ace American Insurance Company

**Parent Company Information
(If Applicable)**

Name of Company: Jacobs Engineering Group Inc.

Address: 1999 Bryan Street, Suite 1200, Dallas, TX 75201

Phone: 720-205-7694 Fax: 720-286-9985

Contact Person: Bill VanHercke, PE

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Delaware

Is this a joint venture?

- YES
- NO

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

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

CERTIFICATION

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

Signature William L. VanHercke, P.E. Title Authorized Representative

Print Name Bill VanHercke, PE

Date 2/14/2022

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

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

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

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

Signature William L. VanHercke, PE. Title Authorized Representative

Print Name Bill VanHercke, PE

Date 2/14/2022

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

See attached.

**City and County of Denver
Denver International Airport
On-Call Wayfinding Design Services
RFP #: 202158815**

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

Jacobs and its related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver Engineering services to Denver International Airport. Jacobs' annual reports, SEC filings, and Proxy reports can be found at <http://invest.jacobs.com/investors/Jacobs-Filings/default.aspx>. From time to time and in the ordinary course of its business, Jacobs is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is Jacobs' practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on Jacobs' consolidated financial statements. No such litigation is expected to have any impact on Jacobs Engineering Group Inc.'s potential ability to perform the contract, and Jacobs can also certify it has not filed bankruptcy within the last ten (10) years nor currently debarred or suspended from bidding/proposing on any Federal, State or local government procurements.

Moreover, Jacobs can certify that in the last five (5) years it has not been involved in any formal legal and/or administrative proceedings involving professional liability for architectural and/or engineering design service claims in excess of Fifty Thousand Dollars (\$50,000.00) in the State of Colorado where Jacobs Engineering Group Inc. was an actual named party. Further, Jacobs does not keep records of criminal actions, or any other similar criminal proceedings for its principals or public stock owners, directors or employees. However, Jacobs can certify that no elected officers or members of its Board of Directors have been convicted of a bid/proposal-related crime, including a misdemeanor, in the past five (5) years.

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.

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1999 BRYAN STREET, SUITE 1200

6 City, state, and ZIP code
DALLAS, TX 75201

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

9	5	-	4	0	8	1	6	3	6
---	---	---	---	---	---	---	---	---	---

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 ▶ *Mary-K Heap*

Date ▶ 01/18/2022

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.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

JACOBS ENGINEERING GROUP INC.

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871710258.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 01/14/2022 that have been posted, and by documents delivered to this office
electronically through 01/18/2022 @ 13:13:34.

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 01/18/2022 @ 13:13:34 in accordance with applicable law.
This certificate is assigned Confirmation Number 13724952.



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."

DSBO Forms

DFW



- Commitment of MWBE Participation
- 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 7 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 7 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

Bidder/Proposer (Name of Firm): Jacobs Engineering Group Inc.

Firm's Representative: Bill VanHercke, PE

Title: Vice President and Authorized Representative

Signature (Firm's Representative): *William VanHercke, PE* Date: 2/14/2022

Address: 717 17th Street, Suite 2750

City: Denver

State: CO

Zip: 80202

Phone: 720-205-7694

Email: william.vanhercke@jacobs.com



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

City & County of Denver Contract No.: 202158815

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.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. 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: Jacobs Engineering Group Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Bill VanHercke, PE		
Signature: <i>William VanHercke, PE</i>	Date: 2/14/2022	
Address: 717 17th Street, Suite 2750		
City: Denver	State: CO	Zip: 80202
Phone: 720-205-7694	Email: william.vanhercke@jacobs.com	

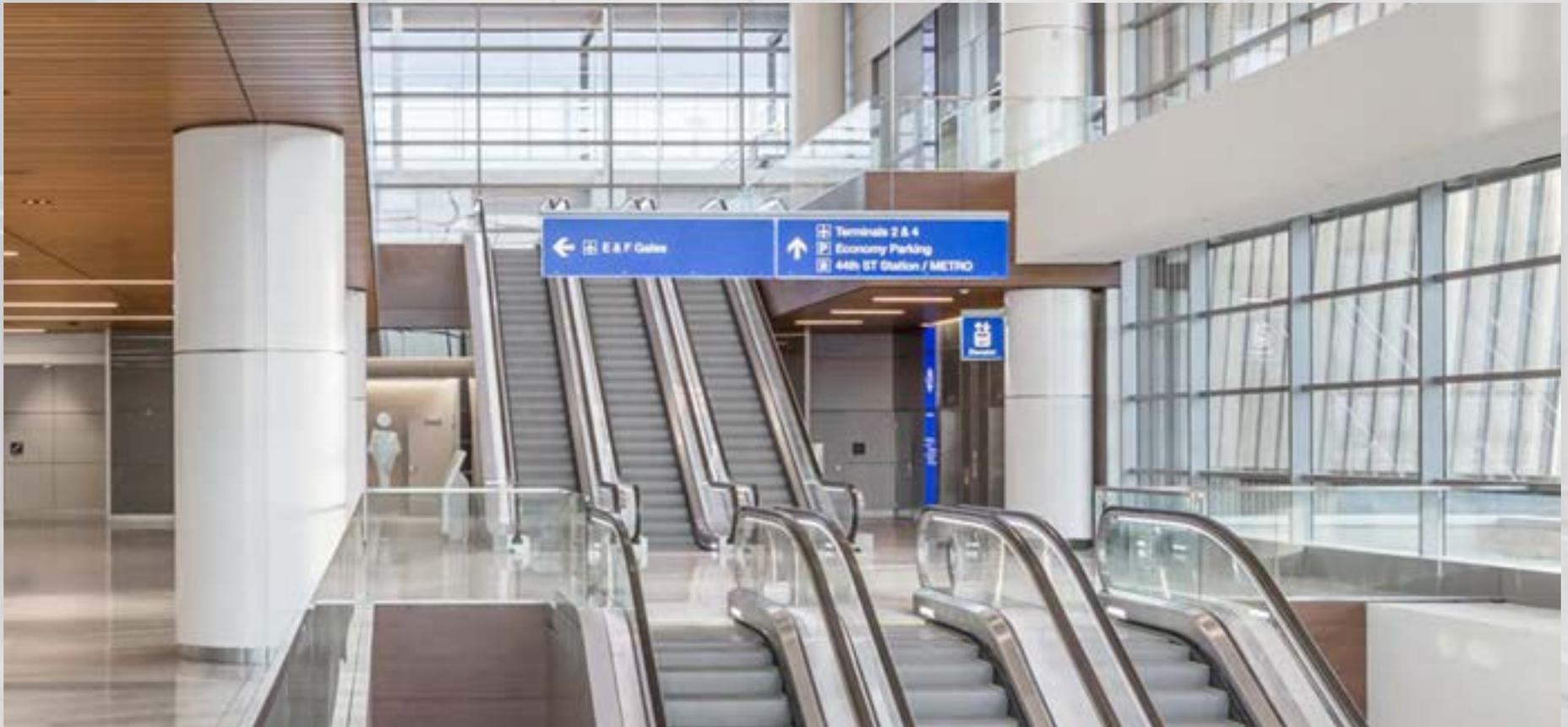
Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: 105 West, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Robert C. Maestas	
Phone: 303-859-4491	Email: rmaestas@105westinc.com
Type of Service: Survey Support	

Name of Firm: SAN Engineering, LLC	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: John Migliaccio, PE	
Phone: 303-503-2593	Email: john@sanstructural.com
Type of Service: Structural Engineering Support	

Name of Firm: PK Electrical, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Alan Wiskus	
Phone: 720-481-3290	Email: awiskus@pkelectrical.com
Type of Service: Communications and Electrical	

Diversity Survey

PHX



Reference #	14365631
Status	Complete
Business Email Address	Aime.Bielak@jacobs.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Wayfinding Design Services 2021
Solicitation No. (Check Below if Not Applicable)	202158815
Name of Your Company	Jacobs Engineering Group Inc.
What Industry is Your Business?	Transportation/Hauling
Address	717 17th Street, Suite 2750
City	Denver
State	Colorado
Zip Code	80202
Business Phone Number	720-286-5523
Business Facsimile Number	720-286-9723
1. How many employees does your company employ?	Over 100
Number of Full Time:	48000
Number of Part Time:	3500
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and	TogetherBeyond is Jacobs' refreshed global strategy focused on inclusion and diversity across the globe. Our strategy challenges each of us to live inclusion in all that we do, to broaden our perspectives

inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)

and create a culture of belonging throughout Jacobs-in essence to think differently as we challenge today and reinvent tomorrow. The most successful companies are those with strong underlying cultures of inclusion; companies that take advantage of the power of diversity to drive innovation in solutions, resulting in higher value for our employees, our customers and communities. TogetherBeyond requires a strong leadership and a relentless drive to deliver on the vision - and ac commitment to hold ourselves accountable for action and results. Every two years, Jacobs provides all supervisors with Preventing Workplace Harassments training which mentions other types of workplace harassment and supports a commitment to creating a working environment in which everyone is treated with courtesy and respect. Jacobs has required Conscious Inclusion Training for all employees. Jacobs also host an annual "Inclusion Week" that features global and local activities for employees to demonstrate their personal commitment to fostering an inclusion Jacobs workplace.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

Yes

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)

- Employee Training
- Pamphlets
- Public EEO Postings
- Other

5. How often do you provide training and diversity and inclusiveness principles?

Annually

5.1 What percentage of the total number of employees generally participate?

76-100%

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach

Jacobs' commitment to business inclusion and supplier diversity is evidenced by the way we do business. As a relationship-based company we continually develop and maintain relationships with local small, minority, woman, veteran, and other diverse business enterprises that bring value to our

programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

clients, our projects, and our business interests. In fact, Jacobs held a small business mentoring workshop, over 200 firms were invited to participate virtually-the event took place the week of August 2nd. Although we have not quantified all the dollars spent on an annual basis, we invest heavily in inclusive activities. In calendar year 2019, Jacobs spent more than \$1.7B in support of US Domestic Projects; \$256M (15%) was spent with Small Business Enterprises and \$89.9M (5.3%) was spent with minority business enterprises, and \$95.7M *5.6%) was spent with women business enterprises. Since 1993, Jacobs has mentored over 100 small and diverse businesses. Our mentoring program is structured to embrace the protégé and build longterm relationships, to enhance the protégé skill levels so they can compete for significant roles on future projects.

7. Do you have a diversity and inclusiveness committee?

Yes

7.1 If Yes, how often does it meet?

Quarterly

8. Do you have a budget for diversity and inclusiveness efforts?

Yes

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?

Yes

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

Aime Bielak

Today's Date

01-27-2022

NOTE: Attach additional sheets or documentation as necessary for a complete response.

[Jacobs-Advancing-Justice-and-Equality.pdf \(820 KB\)](#)

Last Update

2022-01-27 13:34:08

Start Time

2022-01-27 13:26:47

Finish Time

2022-01-27 13:34:08

IP	98.38.1.245
Browser	IE
Device	Desktop
Referrer	https://fs7.formsite.com/CCDenver/form161/index.html

Attachment A: Quality Control Plan

DFW



Attachment A: Project Specific Project Quality Control

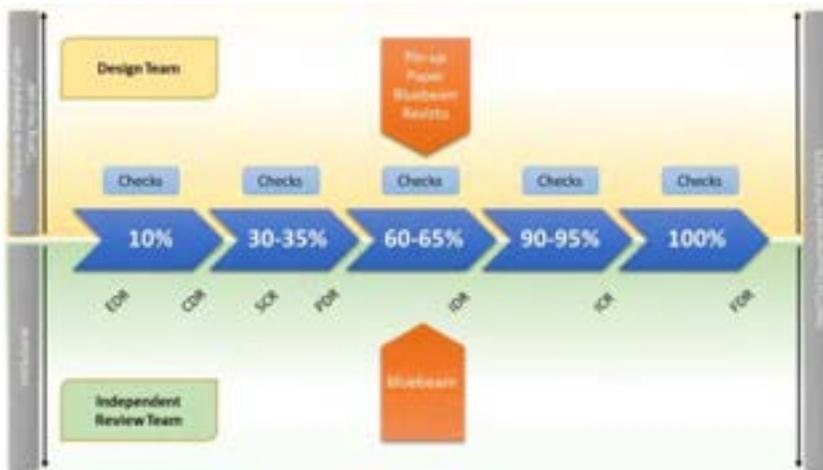
DEN Wayfinding Tasks

Checking and Reviewing Requirements

Checking and reviewing requirements for the Wayfinding Project will be defined by the work product or deliverable (e.g., 30% design drawings). Line-by-line checks will be provided for reports, calculations, specifications, and final design documents. A spot check by the discipline quality control reviewer (DQCR) during reviews, will be conducted for all deliverables to DEN. Check and review requirements will be documented in the technical verification form (TVF).

Figure 1 provides the checks and reviews timeline.

Figure 1. Checks and Reviews Timeline



Quality Control Checking Methods

Bryan Smith, the Jacobs project manager (PM), and Steve Haave, the project quality control manager (PQCM) will coordinate with the DEN PM to determine the checking method for the Wayfinding Project. Steve Haave will make sure the checking team is familiar with the chosen method. There are four Jacobs-approved QC checking methods that will be considered:

- A. **PDF Documents using Bluebeam Sessions.** Comments are recorded and adjudicated directly on pdf copies of the deliverable. This method has been used by Jacobs on other DEN projects, and works on all types of deliverables including reports, specifications, and design documents. The Bluebeam users set their "status" as the role in the check process they are fulfilling (i.e., checker, backchecker, updater, etc.), which corresponds to the required color scheme.
- B. **QC Comment Response Form (QCRF).** Comments are summarized on either a spreadsheet or other electronic method (i.e., SharePoint, Bluebeam) using the following information: item number drawing number or page number, comment, and severity code. Back-checked comments are documented using a letter code. Documents are updated after the comments are backchecked. Documents are then reviewed to verify all required changes were made.
- C. **Word Documents.** Comments are recorded using track changes in MS Word for memoranda and reports. Multiple versions of the document must be saved to record the checking process:

- a. "_1Checkprint.docx"
- b. "_2Checked.docx"
- c. "_3Backchecked.docx"
- d. "_4Updated.docx"
- e. "_5Rechecked.docx"

D. **Hardcopy Documents.** This method circulates one hard copy of the documents. The checking process is documented on the hard copy using a color code method.

Independent Quality Control Reviews

Various types of QC reviews are indicated below. The number of reviews and specific review activities will be coordinated with the DEN PM and will be identified on the TVF. They are as follows:

- **Feasibility Review (FR).** Review of feasibility-phase draft work products prior to DEN or external stakeholder issue.
- **Executive Design Review (EDR) Workshop.** Review of design concepts during the conceptual design phase by experienced DPs.
- **Conceptual Design Review (CDR).** End-of-phase review of conceptual design work products.
- **Systems Coordination Review (SCR) Workshop.** Intermediate design workshop to review approach, suitability, code compliance, and DEN requirements. This workshop is mandatory for buildings projects and optional for others. It may take place during the intermediate design development or upon completion as part of the intermediate design review cycle.
- **Preliminary Design Review (PDR).** End-of-phase review of preliminary design work products.
- **Intermediate Design Review (IDR).** End-of-phase review of intermediate design work products.
- **Inter-discipline Coordination Review (ICR) Workshop.** Interdisciplinary review workshop prior to the submission of the 90% deliverables to DEN. This will take place upon completion of the final design review cycle before the construction documents.
- **Final Design Review (FDR).** End-of-phase review of final design work products including construction documents.
- **Over-The-Shoulder Review (OTS)** Page-turn type of review with design team, DEN, and stakeholders.

Some projects may require a supplemental "fresh eyes review" by either a third-party firm or an independent Jacobs review team. It is not expected that the Wayfinding Project will require a supplemental review, however, Bryan Smith will determine if a supplemental review is required and will provide details for the review process and participants in the PSQP and TVF.

Execution Phase

Most client deliverables will be produced during the execution phase. A properly executed planning phase is key to a successful Execution phase. Technical execution, change management, and project reviews are some of the key activities that will occur during the execution phase.

Requirements

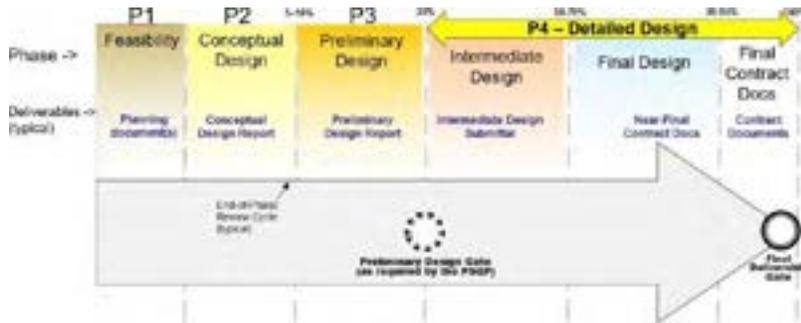
Quality requirements during the execution phase include the implementation of the QC process identified in the attached Project Specific Quality Plan (PSQP), gauging DEN's satisfaction with our performance, and following the change management plan.

Project Quality Control

A QC schedule will be developed for the Wayfinding Project and any changes will be communicated to

the QC team. The schedule will reflect the design phases established in the PSQP and TVF. Figure 2 depicts the progression of the Project, in phases.

Figure 2. Design Phases



Technical Verification Form (TVF)

The QC process will be documented in the attached Technical TVF as work is prepared or delivered to DEN. Each deliverable is listed on the TVF and the checking method and checker by design team, as well as the “End- of-Phase Review Cycle” sections must be completed prior to moving to the next phase or delivery to DEN. The TVF is signed-off only after the QC of all deliverables within that discipline have been finalized.

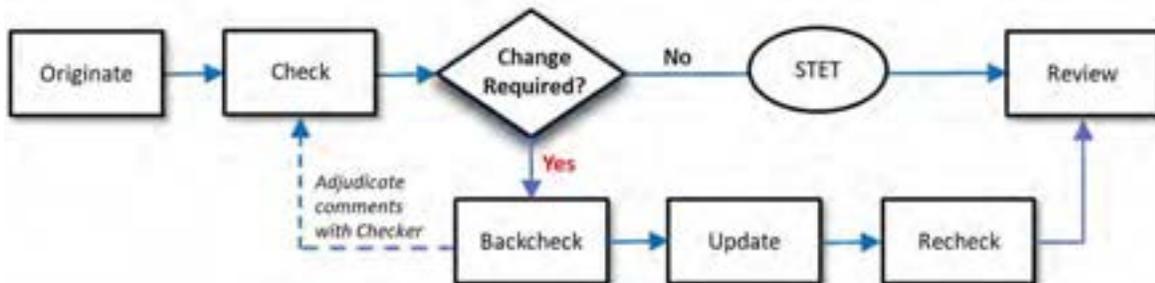
The Checking and Review Process

The checking and review process requires several roles as detailed below:

- **Originator.** The individual, either the discipline lead (DL) or assigned by the DL, who developed the project document(s) in original form.
- **Checker.** The individual assigned by the DL to check a project document generated by the originator. The checker must be a Jacobs employee and trained in execution of the QC process. A checker can be on the design team but cannot be involved in the day-to-day production of the work product to be checked. A Checker cannot check their own work.
- **Back Checker.** The individual assigned to review and assess checking comments, including accepting or rejecting STET (let it stand) comments, and successfully adjudicating the comments with the Checker. The back checker may be the Originator as DEN requirements allow.
- **Updater.** The qualified individual assigned to update the original project document to incorporate comments adjudicated by the Checker and back checker. The Updater may be the Originator or otherwise supervised by the Originator as DEN requirements allow.
- **Re-Checker.** The qualified individual assigned to verify corrections have been made to the original project document by the updater and in accordance with the backchecked check prints. Whenever possible, the re-checker should be the checker.

Figure 3 shows the Checking and the Review Process.

Figure 3. Checking and Review Process



During each review cycle, the DQCR (or delegate) provides:

- A spot check of calculations and modelling, design drawings, specifications, reports, cost estimates, and other work products.
- Any comments to the originator and checking team to be addressed. The checking process is used to address the DQCR comments.

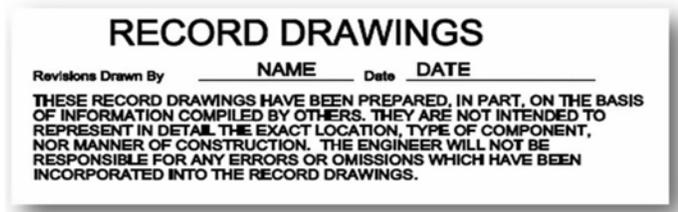
Once completed, the DQCRs provide the review documents to the PQCM to verify the QC process was followed and comments were adjudicated. For each deliverable, the PQCM notifies the PM, via email, that the deliverable is ready to move to the next phase or be delivered to DEN or if corrections/updates are needed.

Gate Review and Approval Record

The final deliverables gate will require signoff of the TVF prior to issuing the work product to DEN. The Jacobs manager of projects can specify additional gate reviews as necessary. A gate review will also be performed at the completion of the preliminary design phase of to validate the Wayfinding design concept before proceeding to the final design.

Services During Construction

Bryan Smith will develop an execution plan describing how construction administration services will be delivered and how to finalize the production of record drawings. Record drawings include information provided by the contractor that were not originated or approved by Jacobs staff. Our current practice is to not seal the record drawings and affix appropriate disclaimers (see example to the right) on each sheet.



Additional Documents During Project Execution

During project execution, there may be changes that lead to revisions in the project scope. DEN may issue design directives (DDs) to the design team, which may include such changes. If a DD results in changes to the design team's fee or schedule, we will use a Professional Services Change Request (PSCR) log to document any out-of-scope items requested by DEN. Bryan Smith will review and confirm the requested scope changes with the DEN PM, and will submit a Change Request for review and approval by DEN.

Closeout Phase

The closeout phase will begin when all deliverables for the Wayfinding project have been completed and have been accepted by DEN. Portions of the project scope may be defined and closed out before others, so the execution phase may progressively transition into closeout. The progressive closure of the project also aligns with the closeout and reduction of risk. Any residual risk at the end of the closeout phase is assessed, documented, and communicated.

We will use an internal Project Completion Checklist to verify that the project requirements have been completed. In addition, we will prepare and submit a Final Statement of Accounting and a Professional Services Affidavit of Completion to DEN for confirmation of project completion.

Record Retention

All project documents and deliverables will be retained by Jacobs in the project file folder and archived after 2 years from project completion. Record retention will follow the longer durations if stipulated by DEN's record retention contractual terms or Jacobs requirements (currently a duration of 10 years), after

which time, project documents will be destroyed in accordance with Jacobs office procedures.

Communication

Communicating and understanding quality requirements is one of the elements of our *BeyondExcellence* strategy. The daily interaction of individual processes and quality requires an open channel of communication to better provide timely support to our staff and more complete and accurate directions in pursuit of excellence.

Operations and Supporting Services Activities

The following are suggested communication activities between operations, supporting services, and the quality team to make appropriate changes when assisting the project team and the Jacobs PM in addressing new requirements.

- The Jacobs Geographic Director of Projects will provide information about changes in the Project Management, Risk, or Project Control activities that impact quality.
- The Jacobs Regional Design Leader will provide information about changes in Technical Services activities that impact quality.
- The Regional Health, Safety, and Environmental (HSE) Manager will provide information about changes in HSE activities that impact quality.
- The Jacobs Geographic Director of Projects and Manager of Projects will schedule training sessions and communicate to the various offices / geographies with support from the Quality Team.

PQCM Detailed Project Activities

Initiation and Planning Phase

1. Steve Haave, the quality control manager, will assist in the development of the Wayfinding Project Specific Quality Plan in collaboration with the Jacobs PM.
2. Steve Haave will attend project kickoff meeting to both understand DEN's expectations and present the QC approach (maybe the PSQP) to the team, including:
 - a. QC team staff
 - b. QC check and review initial schedule
 - c. QC check and review implementation directive (e.g., 3 weeks before checks, pencils down, checking process completed in the first 2 weeks and review during the last week)
 - d. QC checking and review method(s) used

Execution Phase

1. Before the first deliverable, Steve Haave and Bryan Smith will confirm that the QC team is familiar with the QC checking and review processes based on the method used.
2. Steve Haave will coordinate with Bryan Smith regarding the QC schedule, and will notify the QC Team of any changes ASAP.
3. Steve Haave will send out information on the upcoming QC activities to the QC team. If needed, special provisions/instructions will be included.
4. Steve Haave will coordinate the transfer of work product from the design team to the QC team. Best practice is for the design team to review the work product with QC team in person or virtually, before the QC activities start.
 - a. Steve Haave will check in with the QC team after checking activities have begun to ascertain that all is proceeding well or if assistance is needed.
 - b. Once the deliverable is in review, Steve Haave will check in with the DQCR to ascertain that

all is proceeding well or if assistance is needed.

5. Steve Haave will facilitate a review of the comments between the QC team and the design team to clarify comments and resolve any differences.
6. Steve Haave will review the QC process to confirm the TVF was completed for each deliverable. If non-conformances are found, the PQCM will inform, via email, the QC team and facilitate corrections prior to the deliverable moving to the next phase. If a deliverable is going to DEN, the PQCM will notify via email the Jacobs PM that the deliverable is ready to be released.
7. Repeat step 6, if needed. Repeat steps 7 and 8 for each deliverable.
8. For the final deliverable, Steve Haave will provide the completed TVF which he has signed. The TVF will also be signed by DQCR and will be sent to the PM to signify that the QC process is complete and that the final product is ready for client release.

Resumes

DFW





Bryan Smith | AIA, PE, LEED AP BD+C **Project Manager**

Education: MA, Architect, University of California, Los Angeles | BS, Structural Engineering, University of California, San Diego **Registrations:** Registered Architect: CO, TX, FL | Professional Engineer: CA | American Institute of Architects | LEED Accredited Professional | National Council of Architectural Registration Boards | **Employer:** Jacobs | **Years with Jacobs:** 5

Bryan is both an architect and a structural engineer. He has a strong background in architectural design and coordination in the aviation industry. He has led architectural design teams for aviation facilities including terminal, concourse designs, detailed programming, design development, and construction documents. He has designed small and large airport terminals ranging from landside to airside facilities and infrastructure. His responsibilities have included architecture design visioning, design development, project management, coordination with airport authorities and airlines, and consultant coordination. Bryan has led design teams to re-envision the airport wayfinding experience and has implemented leading edge technologies.

WHY BRYAN?

As an architect and structural engineer, provides creative design ideas with the ability to technically execute projects.

Extensive experience in aviation design working on complex projects and multiple building types.

RESPONSIBILITY

Will respond quickly to and adapt a design to multiple constraints such as cost, constructability, complex programs, and evolving stakeholder changes that are common with airport design.

Featured Experience

Concourse Expansion Program, DEN, CO:

Senior Architectural Designer and Project Architect. Project architect for multiple phases of the project from concept design through construction administration. Played a key role in the visioning and design development of the DEN concourse expansion project and managed a team of architects and consultants from schematic design through the duration of construction. Bryan has also worked closely with DEN staff to redesign DEN's digital wayfinding throughout the airport and is invested in continuing to push the limits of the passenger experience.

Charleston International Airport Expansion and Renovation, Charleston, NC:

Senior Architectural Designer/Project Architect/Project Manager. Senior Architectural Designer, Project Architect, Project Manager for multiple phases of the project from concept design through construction completion. Played a key role in the development of the terminal design and managed a team of architects and consultants from schematic design through construction.

Terminal B Replacement, Sacramento International Airport, CA:

Senior Architectural Designer, Project Architect, Project Manager for multiple phases of

the project from concept design through construction completion. Played a key role in the development of the concourse design and managed a team of architects and consultants from schematic design through construction.

Houston Airport International Terminal D Replacement and Expansion:

Senior Architectural Designer. Led the visioning, concept design and design development for the expansion of the International Terminal D. Explored innovative roof material technologies and modular construction systems to provide a cost-effective and iconic terminal design for the city of Houston.

St. Louis International Airport 50 Year Expansion Concept and Visioning Study. St. Louis, MO:

Lead Architectural Designer for the concept design of the new terminal and long term expansion study. Designed 2025 and 2050 concept terminals that used innovative transportation and baggage systems with programmatic layouts that maximized passenger flow efficiency and concession revenue for the airport. The designs preserved the iconic Yamasaki terminal and reflected the original architectural forms in the concourse expansions.



Dan King | Signage Senior Advisor

Education: Architectural Technology, Mercer Community College | Graphic Design, Community Collage of USAF | Industrial Design, Metropolitan State University | **Employer:** Jacobs | **Years with Jacobs:** 10

Dan brings 33 years of hands-on, real-world design-build experience and a value-added approach to his role of senior signage advisor to the signage program at DEN. Dan has programmed, designed and fabricated comprehensive interior/exterior signage and wayfinding packages, branded interiors, architectural specialties, exhibits and furnishings. His extensive knowledge of design, fabrication, installation, materials, cost estimating and value-engineering, coupled with in-the-field project management, adds very valuable insight throughout the entire design and implementation process.

WHY DAN?

Extensive wayfinding programming and design experience, contributing to 47 projects in the US.

Experienced fabricator and installer as owner and principal of a DB environmental graphic design firm for 13 years and 10 years as director, environmental graphic design, for Jacobs.

RESPONSIBILITY

Will be responsible for programming, design, design intent documentation and assistance for all interior, curbside and parking signage and will assist with programming, design, and design intent documentation for roadway signage.

Featured Experience

Concourse Expansion Program, DEN, CO:

Programming and Design Lead. Multi-team design project for concourse expansion requiring broad cooperation and communication. Lead design team (Netherlands) brought concepts to the table and US design teams insured ADA/code compliance, design development and programming for assigned concourses. Lead the programming/design of Concourses B and C East.

Terminals A and E Parking Garage Wayfinding Enhancement Package, Dallas/Ft. Worth Int'l Airport, TX:

Programming/Design Lead. Development and implementation of enhanced exiting and wayfinding programs for two five-story parking garages. New program was required to mix with select existing content to reduce costs and embrace recent phase changes.

Curbside Wayfinding Prototype, Dallas/Ft. Worth Int'l Airport, TX:

Programming/Design Lead. Prototype curbside vehicular/pedestrian wayfinding design project that developed a client concept that was the result of passenger surveys and operational requirements. Developed highly detailed design intent documents that included extensive use of 3D exploded view models for design validation, value engineering and constructability

TSA Security Checkpoint Expansion, Chicago Midway International Airport, IL:

Programming/Design Lead, Site Survey. Re-programmed significant wayfinding and operational sign content/locations throughout the terminal as part of 110,000 SF expansion. Included detailed fabrication content missing from earlier client archived sign packages. Dan provided enhanced design intent content that was missing.

Parking Garage Expansion, Chicago Midway International Airport, IL:

Programming/Design Lead, Site Survey. Designed a new garage wayfinding system that relates aesthetically to interior wayfinding system along with operational signage for a six-story, 1.5M SF parking garage expansion with pedestrian connection bridge to CTA station. Package included re-programming of existing roadway package and dynamic roadway and advertising displays. Dan provided pre-construction cost estimate for budget compliance.

SJPA Livery Design, CALTRAINS/San Joaquin Rail Authority, CA:

Programming and Design Lead. Design of branded livery for both engine and passenger coaches for San Joaquin Valley Rail. Developed multiple hand and computer rendered concepts culminating in final production art for German coach manufacturer. Responsible for the concept and production design artwork and digital deliverables.



Sean Durgee | AIA, LEED AP BD+C Interior Signage Design Manager

Education: BS, Environmental Design, University of Colorado, Boulder | **Registrations:** Registered Architect: CO | American Institute of Architects | LEED Accredited Professional | **Employer:** Jacobs | **Years with Jacobs:** 5

Sean is a dedicated aviation architect who has a great attention and passion to technical detailing and sees project tasks through completion. He has assisted on new and renovation projects at the following airports: Montrose Regional, Buffalo Niagara International, San Antonio International, and DEN. He has been involved in these projects from schematic design through construction administration and has helped with a variety of tasks, including consultant coordination, construction documentation assembly, and value engineering. He has a strong understanding of DEN's standards and has been leading the day-to-day tasks around the wayfinding projects under CEP and assisted with the Renewal project visioning. He has 3 years of direct signage experience where he has been coordinating all facets of the signs from design and renderings to construction implementation for static and dynamic/digital signage. Sean greatly enjoys the collaboration process within the project design team to deliver a high-quality product to the client while addressing all their needs.

WHY SEAN?

Contributed to DEN wayfinding activities for the past 3 years by attending meetings to verify that a consistent design direction is maintained.

Understands DEN standards from previous CEP and Renewal projects.

RESPONSIBILITY

Will be responsible for the wayfinding designs in the terminal and concourse and contribute to the overall passenger experience by coordinating among the disciplines needed to make signage infrastructure and locations are accounted for holistically.

Featured Experience

Concourse Expansion Program, DEN, CO: Architectural Design. For multiple phases of the project from concept design through construction administration, played a key role in the visioning and design development of the DEN concourse expansion project and managed a team of architects and consultants from schematic design through the duration of construction. Sean worked closely with DEN staff to redesign the airports digital wayfinding contributing to the overall passenger experience. He attends meetings with client and contractor, oversees document production and providing a QC on all signage documents going out to the client/contractor, and providing any coordination need amongst the design team.

On-Call A/E Projects, DEN, CO: Architectural Design. Jacobs provides professional design, architecture and engineering services for a variety of on-call projects, including nursing mothers room, core visioning, customer service office relocation and Concourse A elevator replacement. Over the life of our on-call contracts, Sean's roles have varied and increased in responsibility. He started with Revit modeling and construction documentation, more recently he has been coordinating design elements with the various consultants on the design team. Sean has

been heavily involved with construction documentation and serves in a project architect role on smaller projects where he oversees other team members on the construction documentation and providing QC, in addition to leading consultant coordination.

Baggage Claim and Terminal Expansion, Buffalo Niagara International Airport (BUF), NY: Architectural Design. The BUF project included expansion and complete renovation of the existing baggage claim hall, providing a circulation corridor and exit paths from the center of the building. As architectural designer, Sean did Revit modeling and assisting in portions of the construction documents.

Southwest Airlines Maintenance Expansion, DEN, CO: Architectural Design. To meet Southwest Airline's demand for growth at DEN, an expansion to the west of Concourse C will provide support and line maintenance storage spaces for SWA. This expansion has been designed to receive LEED silver certification. As architectural designer, Sean did Revit modeling and assisting in portions of the construction documents.



Jacqueline Dowds Bennett | PE Exterior Signage Design Manager

Education: MS, Engineering, University of Texas | BS, Civil Engineering, Colorado State University **Registrations:** Professional Engineer: CO | **Employer:** Jacobs | **Years with Jacobs:** 17

Jacqueline is a project engineer with 28 years of experience leading and conducting traffic signal/signing/pavement marking/delineator design, traffic safety studies, strategic highway safety plans, crash data analysis, traffic impact studies, corridor studies, multimodal transportation planning, and interchange feasibility studies.

Featured Experience

WHY JACQUELINE?

Broad range of wayfinding experience across transportation sectors including parking garages/lots, roadways, and bridges.

Extensive experience with writing clear, concise reports which clearly document project issues, analysis process, and outcomes.

RESPONSIBILITY

Will be responsible for the wayfinding design implementation in spaces outside the terminal and concourses; including roads, parking garages and lots, and the RTD transit center.

I-25 Planning and Environmental Linkages Study

Early Action Gap Design, CDOT, CO: Project Engineer. Designed signs, pavement markings, and delineators for the early action project to widen 18 miles of interstate and reconstruct 5 interchanges. Design effort included signing and pavement markings for tolled express lane in addition to interstate guide signing. Completed construction documents and responded to requests for information during construction.

SR 89 Fanny Bridge Community Revitalization Project,

CA: Project Engineer. Designed pedestrian signals, signs, pavement markings and delineators for state highways and intersections with them, multi-use paths and intersections between paths, and parking lots. Design effort included pavement markings for roundabouts and on-street parking, wayfinding signing for multi-use path network, construction detour signing for multi-use paths, and emphasis on pedestrian and bicyclist safety.

Airport Terminal Redevelopment Program, Salt Lake City International, UT:

Project Engineer. Identified the appropriate traffic regulatory and warning signs for terminal area roadways and parking lots. Assisted with development of wayfinding signing plan that included ground-mounted and overhead signs. Produced construction plans, estimates, and specifications for ground-mounted and overhead signs. Developed sign details for wayfinding signs and other special signs using GuideSign program.

Colorado Springs Airport Business Park, City of Colorado Springs, CO:

Project Engineer. Conducted a traffic impact study for a proposed development. Recommended roadway, intersection, and interchange improvements to accommodate development volumes and designed signing and pavement marking plans for the roadway construction projects.

Navy Drive Widening, Port of Stockton, CA:

Project Engineer. Developed final design plans/estimates/specifications for the signing and pavement delineation elements of this improvement project. Developed sign details for wayfinding signs using GuideSign program.



Baylee Smith | Associate AIA **Visioning/Renderings**

Education: MA, Architecture, University of Colorado, Denver (graduating 2023) | BS, Architecture, University of Colorado, Denver **Registrations:** Associate AIA | **Employer:** Jacobs | **Years with Jacobs:** 3

Baylee has spent her career dedicated to projects at DEN; she is familiar with DEN's Design Standards including the Wayfinding Design Guidance Manual. She is currently the architectural designer for the wayfinding efforts on CEP B and C East, providing concept layouts and rendering showing signage placement options. She also helped with the renewal concept design process, including presentation layouts, sign placement reviews, and attending design review meetings where she listened to DEN's ideas on signage and integrating that feedback into the designs for review that the following charrette meetings. Additionally, Baylee is passionate about ADA compliance and sees that every design document she reviews complies with 2010 ADA Standard for Accessible Design & ANSI standards.

WHY BAYLEE?

Passionate about ADA compliance design and familiar with ADA Standards and Accessible Design.

Familiar with DEN's Wayfinding Design Guidance Manual and is currently using them on CEP.

RESPONSIBILITY

Will be responsible for presenting wayfinding designs in a visually appealing manner, including 3D models.

Featured Experience

Concourse Expansion Program, DEN, CO: Architectural Designer. Working with DEN on the expansion of mainline gate capacity of East Concourse B and East Concourse C. These will be used to serve domestic and international routes. Baylee has assisted in various tasks on the Concourse Expansion Project, from design visioning to contract administration work.

Concourse Expansion Program – Wayfinding, DEN, CO: Architectural Designer. Jacobs is working with DEN on the wayfinding signage throughout the new expansion project of East Concourse B and East Concourse C. Baylee has assisted in concept design ideas for signage placement, CA submittal reviews, and bulletin submissions for the project.

Concourse Expansion Project – SWA Mezzanine, DEN, CO: Architectural Designer. Jacobs is working with DEN on the expansion of mainline gate capacity of East Concourse B and East Concourse C. Baylee is assisting in the contract administration submittal reviews and conducting site walks to see that the progress is moving along correctly.

On-Call A/E, San Antonio International Airport, San Antonio, TX: Architectural Designer. Jacobs worked with San Antonio visioning team to develop charrettes of ideas that represent San Antonio. Baylee assisted in creating a 3D model of the San Antonio airport and its surrounding city that was used in producing design ideas that showed the connection between the airport and the city. She also assisted in research needed to complete the charrettes that was presented to the airport.



Steve Haave | RA QA/QC Manager

Education: BS, Architectural Studies, University of Nebraska | **Registrations:** Registered Architect: CO |

Employer: Jacobs | **Years with Jacobs:** 4

Steve is very familiar with the quality processes and procedures at the airport, having served as QA/QC manager for Jacobs on the DEN CEP Concourses B and C East projects and on several DEN on-call projects, including Clear Office, Customer Service Office, SOAP, Hudson News Storage, Digital Experience, and Peak Storage. This direct experience with DEN projects affords Steve a unique understanding of, and familiarity with DEN standards, facility, processes, stakeholder expectations, project coordination, and delivery methods. In addition to his role as QA/QC Manager, Steve acts as liaison with the local building, fire, and life-safety authorities for all DEN CEP projects during the issuance, permitting, and construction phases.

Prior to joining Jacobs in 2018, Steve's more recent career focused on providing professional services specializing in independent third-party peer reviews and forensic construction investigations.

Featured Experience

Concourse Expansion Program, DEN, CO: QA/QC Manager. Jacobs is working with DEN on expansion of mainline gate capacity on East Concourse B and Concourse C to serve domestic and international routes. The project will be designed to LEED gold V4.0 standards. The scope of services includes program validation, schematic design, design development, construction documents, construction administration, and project closeout. Provides document review, QA/QC of design and construction documents, and construction administration oversight.

Customer Service Office Relocation, A/E On-Call Services, DEN, CO: QA/QC Manager. Jacobs provided professional design services for the Airport's Customer Service Office Space relocation project in support of Facility Services efforts for the Great Hall Program. The new customer service offices will be located on the south side of the fourth level of the North Terminal. The project includes changing an existing pair of 3-foot doors to a single 3-foot door, demolition of walls, and design of the new office spaces. Additionally, approximately 2,700 SF of the existing area will be remodeled to accommodate 17 workstations in a combination of offices and open work stations. The design team provided project management,

architectural, space planning, mechanical, electrical, plumbing, fire alarm, fire protection, and security, communications, and IT services. Responsible for document review and QA/QC of the design.

Hudson News Storage, A/E OnCall Services, DEN, CO: QA/QC Manager. Hudson News is currently occupying two storage areas in the main terminal and will be combined into a single space of approximately 3,075 SF. Jacobs is providing project management, architectural, space planning, electrical, and security, communications, and IT. Responsible for document review and QA/QC of the design.

Denver Art Museum, City and County of Denver, CO: Architect During Construction. The Frederic C. Hamilton Building is a 146,000 SF addition/expansion to the Denver Art Museum. Played a key role during construction and commissioning of the building.

University of Denver, Ritchie Center, Denver, CO: Lead Architect During Construction. Provided architectural oversight during construction for the new 440,000 SF, \$84M athletic sports facility for the University of Denver Pioneers.

WHY STEVE?

Provides architectural QA/QC project oversight for Jacobs' Denver office.

Extensive professional experience in architecture and engineering, including project management from design through construction.

Four decades of architecture experience with a background in construction.

RESPONSIBILITY

Will provide an independent enforcement of QC and oversee QC compliance of our subconsultant team.



Julie Hazzard | Business Manager

Education: BS, Agricultural and Managerial Economics, University of California, Davis | **Employer:** Jacobs | **Years with Jacobs:** 20

Julie is the business manager for Jacobs' Denver Buildings practice, responsible for all financial and administrative aspects of projects. She is experienced as a discipline leader for project controls and has served as a designated project executive for over 50 projects, ranging in size from \$100K to \$10M. Julie is currently working on the CEP with DEN and continues to help manage the FasTracks Program for RTD. She has experience helping to set up and implement large programs, including establishing teams, managing and forecasting budgets, managing staff, and recruiting new talent. Her business management expertise includes assisting in the development and monitoring of project management policies and procedures, reviewing financial performance of a variety of projects, establishing and performing project setup and closeout procedures, and assisting in the preparation of project management and quality control plans.

WHY JULIE?

Career focused on assessing, establishing, implementing, and applying project controls processes and tools on projects of all sizes and complexities.

Led the project initiation effort for several DEN projects, gaining familiarity with DEN's processes and procedures.

RESPONSIBILITY

Will work with the management team to track design budgets and effort to complete.

Featured Experience

Concourse Expansion Program, DEN, CO: Business Manager. Jacobs is working with DEN on expansion of mainline gate capacity on East Concourse B and Concourse C to serve domestic and international routes. The project will be designed to LEED gold V4.0 standards. The scope of services includes program validation, schematic design, design development, construction documents, construction administration, and project closeout. As the business manager for this program, oversees the budget, change management, cash flow, and invoicing. Also assists with the management, process, procedures, and overall contract compliance.

On-Call A/E Projects, DEN, CO: Business Manager. Jacobs provides professional design, architecture and engineering services for a variety of on-call project including Peak News storage, elevator replacement, Hudson News relocation, TSA security reconfiguration, and Bena Boulevard Digital Experience. As business manager, oversees the budget, change management, cash flow, and invoicing. Also assists with the management, process, procedures, and overall contract compliance.

FasTracks Program Support Consultant (PSC), RTD, CO: Contract Manager / Project Controls. The RTD contracted with Jacobs to supplement and complement their staff by providing support services for the implementation of the FasTracks Program, a multi-billion-dollar, 12-year

program to build new commuter rail, light rail, bus rapid transit service, and parking for the Denver Metro area. Beginning in 2005, has assisted RTD with negotiations, project setup, and program management for 14 years. Responsible for contract compliance and assisted with the administration of over 50 subconsultants. Prepared and monitored all budget and staffing plans, invoicing, and change orders; managed the project controls staff; and assisted with recruiting, retention, and transition of staff as the program began to wind down. Currently serving as the program executive to close out the program with RTD.

Program Management Oversight, FTA, Nationwide: Contract Administrator. Provided program management oversight services for various FTA projects throughout the country, including Valley Metro in Phoenix, the World Trade Center in New York City, Southeastern Pennsylvania Transportation Authority, Maryland Transit Administration, and FTA Region 1 in New England. Ensured compliance with the contract, set up procedures and work breakdown structure (WBS), managed all budget and invoicing issues, prepared and executed all subcontracts, managed client contracts, and communicated with the client on any contractual or invoicing concerns. Each oversight program had its own project manager; provided assistance to each as needed. Also worked with the client to develop and train FTA staff on their new task order and work order management procedures.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

JACOBS ENGINEERING GROUP INC.

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871710258.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/07/2022 that have been posted, and by documents delivered to this office
electronically through 06/08/2022 @ 13:41:37.

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 06/08/2022 @ 13:41:37 in accordance with applicable law.
This certificate is assigned Confirmation Number 14078450.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."