

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 **J.A .WATTS, INC.**, an Illinois 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 on-call professional integrated project management support services; and

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

WHEREAS, Consultant’s proposal was selected for award of the Integrated Project Management Support Services (IPMSS) – Infrastructure 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 Airport Infrastructure Management 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**"). The Term of this Agreement may be extended for up to

two (2) one (1)-year options to extend, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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 **FORTY MILLION DOLLARS AND ZERO CENTS (\$40,000,000.00)** ("**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 III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is ninety percent (90%). Consultant shall comply the Equity, Diversity and Inclusion Plan attached as ***Exhibit F*** (“**EDI Plan**”) and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-63.

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

a. 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, 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 such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in Scope of Work has been reduced to writing at the time of notification of the change by the City.

c. If amendments or other contract modifications are issued under the Agreement that include an increase in the Scope of Work of this Agreement, 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 amendments or modifications shall be promptly submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance

with § 28-70, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Consultant shall supply to DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

f. Failure to comply with these provisions may subject Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.

g. 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:

Attn: Julie Watts
J.A. Watts, Inc.
940 W. Adams Street, Suite 400
Chicago, IL 60607

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 Director 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 D
- Exhibit E
- Exhibit F
- 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-202262936-00
Contractor Name: J.A. Watts, 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:**

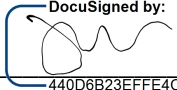
ATTEST: By: _____

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

By: _____

Contract Control Number:
Contractor Name:

PLANE-202262936-00
J.A. Watts, Inc.

By:  _____
440D6B23EFFE4C2...

Name: Julie Watts
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** The Consultant (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 Consultant, 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 Consultant 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 Consultant 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 Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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



Scope of Work



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

1 INTRODUCTION

The mission of the Airport Infrastructure Management Development (AIM DEV) division of Denver International Airport (DEN) is to Define, Design and Build all the infrastructure and facility developments and maintenance projects at DEN. To achieve that objective AIM DEV enhances its core staff through the engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for achieving the best design to produce the safest, best quality, schedule, and budget framework possible.

The AIM DEV teams provide overall project management activities for the development and delivery of projects throughout the Define, Design, Build, and Closeout/Turnover phases of the AIM DEV project lifecycle. This team ensures that development projects meet DEN's project requirements and fulfill the minimum requirements of the City & County of Denver Standard Specifications for Construction General Contract Conditions.

Under this contract these duties performed shall include but are not limited to comprehensive Integrated Project Management and Support Services (IPMSS). This may include project management (including planning, design, construction management, budget and schedule management); ensuring compliance with design and AHJ requirements; determining and establishing construction standards and materials; working with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; providing professional/technical assistance and project updates to the PMO group, stakeholders, management and City Council; assuring that projects meet established quality standards; working with DEN's Business Management Services Division in publishing requests for proposals and in selecting consultants and contractors for capital projects; preparing and giving presentations; negotiating contracts; and performing additional duties as assigned. This may also include contract administration services; contract review and advisement; processing of payment application packages; creation of requests for information or requests for proposals; and analyzing, preparing, and presenting data-driven metrics and reporting.

It is expected that support staff will manage all activities necessary in a highly collaborative integrated environment to meet project goals, including but not limited to identifying and prioritizing the needs of DEN within the Vision 100 strategic plan, coordinating the project work flow within the DEN project lifecycle; ensuring that all alternatives are considered; and ultimately overseeing the implementation process, all while maintaining schedule and scope within the defined budget.

The consultant will be required to promote a diverse workforce with equity and inclusiveness as paramount themes in their corporate culture, and to promote and employ these values with regard to compensation, opportunity, development and training, and representation of their proposed integrated support staff.

Support staff provided under this contract will be assigned to projects on a project-specific task order basis and are expected to stay assigned to a project for the duration of the project assigned. Support staff may be assigned to multiple projects simultaneously, and the consultant will manage the available resource capacity to ensure quality deliver of assigned responsibilities. The main focus of project assignments will be in the Design and Construction phases of the project lifecycle. The Define and Closeout phases of the project lifecycle will not be a significant portion of the project tasks assigned as these phases will predominantly be the responsibility of DEN staff. Project Managers will be integrated within the applicable



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

projects group in AIM DEV. Contract Administrators will be integrated within the PMO Group. Other support staff will be integrated within the applicable groups in AIM DEV or other divisions within DEN as instructed by the Senior Vice President of AIM DEV or their designee (the Director of Infrastructure or Director of Facility Projects).

2 CONTRACT REQUIREMENTS

2.1 GENERAL

- A. The Consultant, as deemed necessary by the Senior Vice President of AIM DEV, will provide various professional, technical and support staff to provide project-specific services required for projects managed within AIM DEV's groups. Typical examples of positions to be filled under this contract may include, but are not limited to, Project Managers, Contract Administrators, Commissioning Managers, Engineers, and Architects.
- B. The Consultant, as deemed necessary by the AIM DEV Facilities or Infrastructure Director, will provide professional, technical and support staff assigned to projects to perform or assist with support services which may include management of define, design, build, closeout and any other support services activities as required. It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.
- C. DEN currently uses a variety of software, including Oracle Primavera Unifier, Primavera P6 EPPM and Professional, Microsoft SharePoint applications, Textura, Revit, Power BI, and BIM 360 Field among others, for its project management software applications. The consultant's personnel will be required to become proficient in the use of these programs and any programs adopted in the future for use by AIM DEV.

3 PROJECT SERVICES

3.1 PROJECT STAFFING PROCESS

- A. All staff will be requested, assigned, and invoiced on a per project task order basis. Project task orders are developed as not-to-exceed (NTE) sums and are invoiced on time and materials (T&M). See Exhibit D for the task RFP, task proposal, and task execution process.
- B. The Consultant shall maintain and provide bi-weekly to the AIM DEV leadership (supervisors, directors, SVP), a cost-loaded staff utilization plan demonstrating project assignments, available capacity, and burn-rates weekly. Web-based dashboards or reports are preferred, and Microsoft Excel/CSV files may also be acceptable as determined by the AIM DEV SVP.
- C. No work shall be performed under any task order without a signed and dated Notice to Proceed (NTP) by the Senior Vice President and/or an appointee.
- D. All work associated with development of task order proposals shall be included in the



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INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

Consultant's multiplier.

3.2 DEFINE PHASE

- A. When a project need has been identified by DEN, it is assigned to a DEN Project Manager and the Project Define Phase is initiated. During this phase the DEN Project Manager meets with the Project Sponsor to further refine and quantify the project need. Alternatives may be reviewed; cost estimates and schedules are prepared. The project request is then presented to the AIM DEV Leadership Team for approval to be incorporated into the Capital Improvement Program or O&M Program. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all the following services, in which case a proposal will be requested from the Consultant and Consultant's personnel during define may include but would not be limited to:
- i. Review planning and programming studies, which may include special engineering studies and reports such as condition assessments and geotechnical investigations for applicability to the Project.
 - ii. Prepare the Define Tollgate(s) – Following DEN's Project Life Cycle, prepare the Define Tollgate for presentation and present as needed to Management and Stakeholders.
 - iii. Prepare Documents for Management Review & Approval – Prepare documentation and presentation materials for Executive Leadership and for presentation to the City Council.
 - iv. Coordinate with all relevant stakeholders to refine programming requirements and scope of work.
 - v. Develop a project charter and project management plan defining project scope, schedule, and the responsibilities of all project team members.
 - vi. Provide advice on issues involved in the planning, design and construction of capital improvement projects. Determine the extent of potential problems and recommend a course of action to clear all obstacles and to obtain required approvals and permits.

3.3 DESIGN PHASE

- A. During the design phase AIM DEV manages the necessary architectural and engineering consultant contracts to produce construction documents necessary for projects.
- B. Services required by the Consultant's personnel during design may include, but are not limited to:
- i. Revise the established project charter and project management plan refining the project scope, schedule, and the responsibilities of all project team members.
 - ii. Oversight of Other Consultants: Manage other consultants with various areas of expertise as a representative of AIM. To provide guidance and review the findings of consultants working on projects for DEN.



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- iii. Oversight of all project team members to ensure adherence to and compliance with all applicable established Design Standards Manuals (DSMs).
- iv. Building Information Modeling (BIM) Oversight: The PM will be required to ensure that DEN's Building Information Modeling (BIM) requirements; are implemented, including but not limited to;
 - a. Ensure that the contractor and the designer of record recognizes and agrees that it shall be required to use the Autodesk BIM 360 platform for this Project. Contractor recognizes and agrees that it shall make exclusive use of the City's enterprise deployment of Field and Glue as provided by the City;
 - b. Ensure the contractor and/or the designer of record recognizes and agrees that they shall be required to execute a BIM Project Execution Plan in cooperation with DEN's representatives in compliance with the Digital Facilities and Infrastructure (DFI) Design Standards Manual (DSM) and to adhere to the terms of that plan;
 - c. Ensure the contractor and/or the designer of record shall produce a construction model and perform clash detection according to the standards outlined in the DFI DSM and to deliver the coordinated models to DEN's representatives;
 - d. Ensure the contractor and the designer of record recognizes and agrees that they shall be required to conform to all requirements of the DFI DSM.
- v. Internal Agencies: The PM will coordinate and execute scope and design reviews with internal subject matter experts (SMEs) to ensure design consultant compliance with DEN design requirements.
- vi. Outside Agencies: Provide assistance as requested regarding interactions with state, federal and local regulatory agencies, such as:
 - a. Interpretation of regulations
 - b. Reviews of pending legislation and/or regulations
 - c. Scheduling of actions necessary to receive approvals
 - d. Preparation of permit applications
 - e. Follow-up to obtain prompt approvals
 - f. Preparation of all necessary correspondence
- vii. Contract Preparation: Assemble and prepare complete construction documents (including plans and specifications prepared by others) for bid purposes or for a Task Order, On Call Construction contract.
- viii. Site Investigation: Coordinate and schedule comprehensive site investigation services. Identify and report on constraints.
- ix. Cost Estimation: Prepare and/or review estimates prepared by others and assist in developing estimates.



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- x. Construction Management Plan: Develop and/or assist with preparing a written, project specific quality control/quality assurance plan detailing all the specific measurable goals to be achieved during construction when required for projects funded by the FAA.
- xi. Scheduling: Review schedules and milestones prepared by others and assist in developing a final schedule.
- xii. Value Engineering/Constructability Reviews: Provide constructability and value engineering reviews at the request of the AIM DEV Facilities or Infrastructure Director.
- xiii. Bid and Award: At the direction of the appropriate Director, assist in conducting pre-bid conferences, site visits, pre-construction meetings and preparing and distributing minutes of such. Coordinate communications related to bidder inquiries; seek resolution from the appropriate party and forward responses to DEN Technical Services. Review and comment on addenda. Evaluate bids, provide technical analysis and provide recommendation of award to the AIM DEV Facilities or Infrastructure Director.
- xiv. Permit Compliance - Review permit requirements for the project and coordinate with other AIM personnel to be sure all specific requirements are being met and are in place to allow projects to meet their designated schedule dates.
- xv. Cost Control: Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- xvi. Requests for Information/Design Revisions/Contract Change Orders: Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- xvii. Submittals/Shop Drawing Review: Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- xviii. Inspection and Special Inspections: Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xix. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, review and plan for the contractor(s)' final testing and start-up of utilities, operational systems and equipment. Additionally, participate in and facilitate commissioning meetings, issues lists, and



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- review/comment/editing of installation and performance verification checklists.
- xx. Contractor Payments: Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted monthly. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.

3.4 BUILD PHASE

- A. During the Build or construction phase, AIM DEV has overall responsibility for achieving the successful construction and turnover of projects. AIM DEV manages the necessary construction and material procurement contracts to complete the project. AIM DEV extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN.
- B. Services which may be required of the consultant during the Build phase task order may include but are not limited to:
 - i. Project Oversight: Monitoring and assuring compliance of the contractor's work and assist in the coordination of the work with the day-to-day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.
 - ii. Meetings: Participating in weekly project status meetings at which the AIM DEV Facilities or Infrastructure Director, Supervisor, Project Support Estimator or Scheduler, designer, project manager and others can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis, if necessary, as determined by the AIM DEV Facilities or Infrastructure Director. Project Managers will schedule and conduct weekly meetings with the project manager for each of the prime trade contractors and keep and distribute minutes of such meetings.
 - iii. CPM Scheduling: Reviewing and commenting on contractors' submitted CPM schedules and updates. They will also coordinate with and assist AIM DEV's project support staff from the PMO in maintaining up to date schedule data.
 - iv. Reports: Providing consistent and coordinated reporting and administrative documentation. Providing accurate and detailed project records using AIM DEV's electronic systems and prepare reports that may be required in the format and frequency requested by the AIM DEV Facilities or Infrastructure Director.
 - v. Permits: Ensuring that all required permits are obtained for assigned projects, including permits required for DEN or the contractor. Monitoring contractors' conformance to permit requirements. Identifying permit activities in the project schedule.



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- vi. Cost Control: Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- vii. Requests for Information/Design Revisions/Contract Change Orders: Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- viii. Ensure the contractor utilizes the specified field-oriented software to record required asset data for all DEN assets in compliance with the DFI DSM within five working days of the installation of each identified asset.
- ix. Submittals/Shop Drawing Review: Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- x. Contractor Payments: Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted on a monthly basis. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.
- xi. FAA Payments: Assisting DEN staff and/or prepare the necessary documentation to be submitted with reimbursement requests from DEN to the FAA for grant(s) tied to the funding for the project when applicable.
- xii. Potential Claims/Disputes: Notifying the AIM DEV Facilities or Infrastructure Director upon receipt of notification of a potential claim or dispute. The PM will investigate circumstances and recommend merit or resolution to the AIM DEV Facilities or Infrastructure Director. Maintaining files on each potential claim or dispute, resolved and unresolved.
- xiii. Airport Security: Coordinating and reviewing with Airport Security, existing terminal and airfield construction security procedures and ensuring adherence from Consultants' and construction contractors' personnel.
- xiv. Inspection and Special Inspections: Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xv. Monitoring and overseeing the work of contractors and the quality of materials installed to determine compliance with the contract documents
- xvi. Reviewing and ensuring that the work is completed as outlined in the project's Construction Management Plan and Contractor's Operational Safety Plan. The PM will document and report deficiencies to the contractor and the AIM DEV Facilities



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- or Infrastructure Director.
- xvii. Cooperating fully with officials of DEN and other agencies (Federal, State, and/or Local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s). All corrective actions by the contractor will also be documented.
- xviii. Ensuring project inspectors perform their contractual responsibilities and reporting without assuming the contractor's obligations pertaining to means, methods, quality and progress of work or safety.
- xix. While collaborating with contractors, will coordinate all required material quality assurance and acceptance testing as required by contract documents and the FAA, with the Consultant operating the DEN material testing laboratory. PMs will ensure that all required test reports for a project are received and that any required corrective actions are taken. Reports may include but not be limited to:
 - a. Executive Summary
 - g. Previous period of testing activities
 - h. An updated listing of failed tests
 - i. An updated listing of retests
 - j. An updated listing of retests that have passed
 - k. All finalized test reports for an identified period
 - l. A concise listing of all test locations, lots and sublots
 - m. An original copy of the field and laboratory test reports for individual tests
- xx. Project Site Documents: Maintaining project site records in accordance with established AIM DEV guidelines (electronic and hard copies as directed) such a record copy of all contracts, drawings, specifications, addenda, contract change orders and other modifications, in good order, and in addition, approved shop drawings, product data, samples and similar required submittals. For FAA funded projects maintain all records identified by the projects Construction Management Plan including required acceptance test records. Upon completion of a project, the complete set of records is delivered to the AIM DEV Facilities or Infrastructure Director.
- xxi. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, schedule and observe the contractor(s)' final testing and start-up of utilities, operational systems and equipment.
- xxii. Punchlist: Upon substantial completion of the contractors' work, prepare, jointly with the contractor(s) and designer(s), a list of incomplete or unsatisfactory items and a schedule for their completion. The PM will monitor the correction and completion of the work. The PM will assist the AIM DEV Facilities or Infrastructure Director in conducting inspections to determine if the work is substantially complete.
- xxiii. Completion: Securing and transmitting to the AIM DEV Facilities or Infrastructure



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- Director warranties and similar submittals required by the contract. Deliver all keys, manuals, and overstock materials where designated by the AIM DEV Facilities or Infrastructure Director.
- xxiv. Record Drawings: Monitoring the maintenance of record drawings by the contractors. Determine that record drawings are complete and accurate and transmit approved record drawings at the direction of the AIM DEV Facilities or Infrastructure Director for preparation of as-built drawings. Monitor finalization of as-built plans from the record drawings, for AIM DEV Facilities or Infrastructure Director's acceptance and approval. Ensure compliance with all DFI DSM requirements.
- xxv. Claims/Disputes: At the direction of the AIM DEV Facilities or Infrastructure Director, assemble pertinent background information, analyze the merits of any claim or dispute, and recommend to the AIM DEV Facilities or Infrastructure Director merit or entitlement, if any. Prepare estimates of entitlement, if appropriate, and assist the AIM DEV Facilities or Infrastructure Director in negotiating settlement.
- xxvi. Final Inspection and Acceptance by the FAA (when applicable): Conduct a final walk through of the project with the local FAA ADO representative. Assure that if there are any deficiencies noted that they are expeditiously corrected.

3.5 CLOSEOUT / OCCUPANCY PHASE

- A. The successful operationalization and turnover of an AIM DEV project is critical to the operational continuity of DEN. During closeout and occupancy of a project, various inspections, demonstrations, testing, commissioning, or verification activities are required. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all of the following services:
 - i. Asset management – Coordinate the transfer of data from the project to DEN's Asset Management section. This includes as-builts, permits, warranty information, training materials
 - ii. Closeout Support - PM teams will monitor contract closeouts to ensure receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment. Prepare and process certificates of final inspection/acceptance, certificates of completion where required, and final payment releases. Recommend closeout of the contract and final payment after determining that all contract requirements have been satisfied.
 - iii. Assist in the execution of warranty work.
 - iv. FAA Project Close Out Report (when applicable)- The PM team will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The close out report will include but not be limited to: a final test and quality control report documenting the results of all tests



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performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material.

3.6 REPORTING AND DOCUMENTATION

- A. Within 48 hours upon a request from the Senior Vice President and/or an appointee, the Consultant shall provide a staff utilization report for any or all tasks under this contract. The report shall include, but is not limited to staff names, staff project position title, DEN Project/task Name, Consultant hours allocated to each task per RFP, Consultant hours billed on each task, estimated hours for completion of each task, and staff vehicle assignments.
- B. All project photographic documentation shall be performed with a GPS enabled camera with adequate flash for the environment. Cell phone cameras are not acceptable equipment for confined or interior space documentation.
- C. The Consultant must provide a cloud-based electronic field documentation platform accessible to all field staff. The Consultant shall submit samples of the daily work product to the Senior Vice President and/or an appointee for review and approval prior to use on any task. The platform must have the following features and Consultant shall propose any platform for use for approval by the Director of Infrastructure or Facility Projects:
 - i. Capability to export field documentation (daily reports, issue logs, test documentation, etc.) into Primavera Unifier as a direct integration or PDF attachment.
 - a. List data such as Issue and deficiency logs shall have the capability of direct export in CSV or spreadsheet format.
 - ii. Capability to import assets from Revit models, including equipment tags and metadata
 - iii. Issue tracking system, including:
 - a. Issue logging with user administration
 - b. Issue details, including assigned party, due date, associated equipment/materials, and comments
- D. The consultant shall audit the performance of Project Managers on a quarterly basis or as requested by a Senior Vice President and/or an appointee. The intent of the audit is to ensure staff are performing to the requirements of this contract and that they are verifying that all aspects of work are following the Project Contract Documents. Provide a report of the Audit to the Senior Vice President and/or an appointee for review. The report shall contain at a minimum:
 - i. Project Managers audited
 - ii. Name of Project audited
 - iii. Details of audit procedures
 - iv. 360 feedback from DEN staff and Consultant Staff



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- v. Errors and omissions identified
- vi. Corrective actions taken and additional training needed

4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

4.1 GENERAL

- A. Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Vice President and/or an appointee, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM DEV goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).
- B. The Consultant agrees that they shall provide no services until directed by the AIM DEV Facilities or Infrastructure Director as evidenced by a signed and dated Notice to Proceed (NTP), and that the AIM DEV Facilities or Infrastructure Director may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full time or part time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof.
- C. The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Vice President and/or an appointee prior to commencing their duties under this Agreement, and DEN reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Vice President in his/her discretion directs. The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as-needed basis
- D. AIM DEV has project management teams to manage various projects within the facilities and infrastructure groups. These teams are integrated teams that can consist of personnel from the City, this Consultant, and the other Consultant(s). The assigned Project Manager will have overall responsibility for the assigned project team. They will follow established lines of authority and standard communication procedures in order to assure that all measurable requirements for a project have been met and projects are successfully completed. For all project-related activities (not consultant-oriented administrative activities), project team members, including the Project Manager, will be supervised and receive management direction from a DEN Supervisor.
- E. Prior to permitting any new person to commence work, the Consultant shall submit the names and qualifications of each person including their proposed hourly wage, for approval to the AIM DEV Facilities or Infrastructure Director. At the discretion of the AIM DEV Facilities or Infrastructure Director, the proposed person shall be made available for an interview.



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- F. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the AIM DEV Facilities or Infrastructure Director. If the AIM DEV Facilities or Infrastructure Director instructs the Consultant to remove a staff member from an assigned project or task, the Consultant shall provide an equally or greater qualified individual as a replacement and will remove the requested individual from the task or project within two weeks.

5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

5.1 PERSONNEL

- A. The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by an individual, who shall be the operational point of contact (POC) with the AIM DEV Facilities or Infrastructure Director. The Consultant's personnel shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work.
- B. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The AIM DEV Facilities or Infrastructure Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN.
- C. When requested by AIM DEV, the consultant will make existing or new proposed staff available for interviews, reviews of credentials or experience, or to otherwise have qualifications or abilities to execute specific projects assessed by AIM DEV.
- D. The Consultant agrees that all personnel provided are to perform services under this Agreement and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Vice President reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements.
- E. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full



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and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount up to 5% of such invoices, excluding reimbursable expenses incurred by subconsultants. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services.

- F. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with Exhibit E.

6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

6.1 GENERAL

- A. The Consultant will provide all equipment and tools deemed necessary by the Senior Vice President and/or an appointee for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations. DEN will not provide equipment deemed necessary for the Consultant's personnel to perform their assigned job duties for assigned projects with the exception of access to DEN networks and software as applicable.
 - i. As a standard, DEN will not provide equipment such as on-site computers, tablets, hand tools, testing equipment, and copy machines, however these items may be provided on a provisional or temporary basis as needed and as determined by the AIM DEV Facilities or Infrastructure Director. DEN may also provide flexible office space such as drop-in desks, office supplies, and parking as needed at the determination of the Directors or Senior Vice President.
- B. Vehicles and electric powered carts shall be provided, when necessary, by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Vice President and/or an appointee as required by each project task order. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the Senior Vice President and/or an appointee. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles used on the airfield in movement areas will need to be equipped with high intensity light bars and vehicle installed radios for communications with DEN Operations and FAA. These devices shall be approved by the Senior Vice President and/or an appointee and meet the current requirements of DEN

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Operations and the FAA for communication with the Ramp and/or Air Traffic Control Tower(s). Vehicles shall also meet all DEN, FAA, TSA requirements, and permits to access the areas required for the performance of the task order work. These areas include but are not limited to the airfield runways, taxiways, aprons; landside roadways, parking areas, terminal, concourses, revenue-controlled areas, and tunnels. All costs related to the vehicles and carts meeting these requirements shall be included in the overhead multiplier. Those vehicles and vehicle costs proposed to support staff shall be identified on each project-specific task proposal.

- C. The Consultant shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.
- D. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.
- E. Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bag, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.
- F. The consultant shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

7 REFERENCED FORMS/DOCUMENTS

#	Name
EXHIBIT - D	Task Order Proposals and Execution Process
EXHIBIT - E	Scheduling, Progress Reporting, Invoicing, and Correspondence Control

END OF EXHIBIT



Exhibit B

Denver International Airport

AIM Development

Professional Services Agreements

Core Staff Rates

Contract Name: J.A. Watts, Inc.

Contract Number: 202262936



City and County of Denver

Company Proprietary Information

Release to others outside of Denver International Airport AIM Development Department is prohibited without expressed written permission from the company named above.

Revision June 2021



EXHIBIT B

Prime Consultant	J.A. Watts, Inc. (JWI)
DEN Contract Number	202262936
DEN Contract Name	Integrated Project Management Support Services (IPMSS) -Facilities
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	35%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	MWBE / SBE Goal %
1	J.A. Watts, Inc. (JWI)	Prime	90%
2	LS Gallegos & Associates, Inc.	Sub-Contractor	10%
3	Shrewsberry & Associates, LLC	Sub-Contractor	10%
4	V-1 Consulting & Associates, LLC	Sub-Contractor	10%
5	Sofola & Associates, Inc.	Sub-Contractor	5%
6	Iron Horse Architects, Inc.	Sub-Contractor	5%
7	Foster CM Group, Inc.	Sub-Contractor	5%
8	Sunland Group, Inc.	Sub-Contractor	5%
9	Civil Technology, Inc.	Sub-Contractor	5%
10	WSP USA	Sub-Contractor	
11	Enter Company Name		
12	Enter Company Name		
13	Enter Company Name		
14	Enter Company Name		
15	Enter Company Name		
16	Enter Company Name		
17	Enter Company Name		
18	Enter Company Name		
19	Enter Company Name		
20	Enter Company Name		
21	Enter Company Name		
22	Enter Company Name		



EXHIBIT B

Prime Consultant	J.A. Watts, Inc. (JWI)
DEN Contract Number	202262936
DEN Contract Name	Integrated Project Management Support Services (IPMSS) -Fac
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	35%

Core Staff Rates

Company Name	Prime / Sub-Contractor	Name	Position	Fully Burdened Rate
1 Enter Company Name				
2 Enter Company Name				
3 J.A. Watts, Inc. (JWI)	Prime	Joti Baruni		OH -Management & Admin
4 J.A. Watts, Inc. (JWI)	Prime	Lorie Moghaddam		OH -Management & Admin
5 J.A. Watts, Inc. (JWI)	Prime	Christina Baskall		OH -Management & Admin
6 J.A. Watts, Inc. (JWI)	Prime	Larry Wycoff	Project Manager Functional IV	\$237.72
7 J.A. Watts, Inc. (JWI)	Prime	Kayla Donovan	Project Manager Functional III	\$137.74
8 J.A. Watts, Inc. (JWI)	Prime	Karen Cody	Contract Administrator II	\$102.30
9 J.A. Watts, Inc. (JWI)	Prime	Kevin Corley	Project Manager Functional III	\$157.20
10 J.A. Watts, Inc. (JWI)	Prime	Alicia Seremet	Project Manager Functional II	\$112.42
11 J.A. Watts, Inc. (JWI)	Prime	Cortney Babiarz	Contract Administrator I	\$98.37
12 LS Gallegos & Associates, Inc.	Sub-Contractor	Rachael Bray	Project Manager Functional III	\$141.94
13 LS Gallegos & Associates, Inc.	Sub-Contractor	Abenet Hayle	Project Manager Functional II	\$124.21
14 LS Gallegos & Associates, Inc.	Sub-Contractor	Gary Sedillos	Contract Administrator II	\$105.71
15 Shrewsberry & Associates, LLC	Sub-Contractor	Brad Frederick	Project Manager Functional IV	\$224.18
16 Shrewsberry & Associates, LLC	Sub-Contractor	Victor Macedo	Project Manager Functional III	\$216.30
17 Shrewsberry & Associates, LLC	Sub-Contractor	Alfonso Vargas	Project Manager Functional III	\$186.92
18 V-1 Consulting & Associates, LLC	Sub-Contractor	Abel Garcia	Project Manager Functional IV	\$238.05
19 V-1 Consulting & Associates, LLC	Sub-Contractor	Clark Bender	Project Manager Functional III	\$201.82
20 V-1 Consulting & Associates, LLC	Sub-Contractor	Octavia Gafford	Contract Administrator II	\$129.37
21 V-1 Consulting & Associates, LLC	Sub-Contractor	Kenneth Barbee	Project Manager Functional II	\$155.25
22 V-1 Consulting & Associates, LLC	Sub-Contractor	Seth Johnson	Project Manager Functional III	\$178.00
23 Sofola & Associates, Inc.	Sub-Contractor	Christabel Cardenas	Project Manager Functional II	\$142.86
24 Sofola & Associates, Inc.	Sub-Contractor	Karna Jackson	Contract Administrator II	\$109.29
25 Sunland Group, Inc.	Sub-Contractor	Rodney Castleman	Project Manager Functional III	\$129.54
26 WSP USA	Sub-Contractor	Don Saal	Project Manager Functional III	\$168.75
27 Foster CM Group, Inc.	Sub-Contractor	Erik Christensen	Senior Construction Manager	\$195.00
28 Foster CM Group, Inc.	Sub-Contractor	Scott Bishop	Project Manager Functional IV	\$205.00
29 Civil Technology, Inc.	Sub-Contractor	Alex Bernier	Field Engineer	\$123.00
30 Civil Technology, Inc.	Sub-Contractor	Hayel Dehle	Project Manager Functional II	\$139.00
31 Civil Technology, Inc.	Sub-Contractor	Mark Percy	Project Manager Functional IV	\$205.00
32 Civil Technology, Inc.	Sub-Contractor	Raul Gierbolini	Construction Representative	\$131.00
36 Iron Horse Architects, Inc.	Sub-Contractor	Tara Burke	Project Manager Functional IV	\$225.00
39 Iron Horse Architects, Inc.	Sub-Contractor	Fred Schultz	Architect VII	\$250.00
41 Iron Horse Architects, Inc.	Sub-Contractor	Michael Kutz	Architect VI	\$225.00
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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
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.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	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.
Surveying	Chain/Rod Technician			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.
	Land Surveyor			Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
				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)
	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	Construction Manager			Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Construction Representative			Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
	Field Engineer			Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Engineering	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.
	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 contact 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. Con- ducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.
	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 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
Interior Design	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 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.
	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.
Auditing	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.
Specialist Services	Scientist 1			Entry level professional requiring Bachelor's Degree in Science and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision, receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks, which provide experience and familiarity with scientific staff, methods, practices, and programs. Usually assumes no responsibility for direction of others, except for possible assistance in collection data.
	Scientist 2			Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an MS Degree.
	Scientist 3			Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and be assisted by lower-level scientists.
	Scientist 4			Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforeseen or novel complexities, and b) ability to apply analytical solutions to wide variety of problems and assimilate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Generally requires 1 to 2 years Scientist 3 or related experience. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise small staff of scientists and technicians on project basis.
	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: Cullen.Choi@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 policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
2. Business Automobile Liability:
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
 - b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance – Business Personal Property:**
Contractor is solely responsible for any loss or damage to their business personal property or personal property of its employees and subcontractors, including, without limitation, furnishings, materials, tools, and equipment. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Cyber Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
7. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. 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 is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.

9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



Exhibit D

PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: December 2022



AIM DEVELOPMENT

Integrated Project Management Support Services

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. In addition, the Landside and Airside Complex consists of runways, taxiways, roadways, utility infrastructure, and numerous ancillary support facilities including utility infrastructure and drainage systems which serve these facilities as well as the Terminal Complex.

1.2 GENERAL SCOPE

1.2.1 This contract is for the exclusive use of and administration by AIM Development. Only direction given by the authorized representatives from AIM Development and task order requests for proposals issued by AIM Development are valid.

1.2.2 The Airport maintains professional services contracts to provide various project and construction management, engineering, architectural, other design, commissioning, quality assurance, scheduling, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. These services may include but are not limited to programming; testing; performing studies; project and construction management; contract administration; commissioning oversight; providing preliminary, final, and record document designs; site inspections; field investigations; developing and maintaining construction documents; plans; specifications; preparing cost estimates; and providing construction administration for various systems additions, improvements, construction, and modifications at Denver International Airport; and other professional services as requested.

1.2.3 Should a Task Order scope of work require an engineering or other design discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.

1.2.4 The term "Task Order" when it is used in this Agreement means all the work associated with responding to and completing the scope of work identified for all professional services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated AIM Development representative.

1.2.5 Should there be any conflict between this exhibit and the Scope of Work (Exhibit A), Exhibit A shall take precedence.



AIM DEVELOPMENT

Integrated Project Management Support Services

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

2.1.1 The Consultant, as deemed necessary from time to time by the SVP of AIM Development or the designated AIM Development representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current DEN Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

2.2 AIM DEVELOPMENT TASK ORDER SCOPE OF WORK AND REQUEST FOR PROPOSAL (RFP)

2.2.1 Specific task order scopes of work will be requested through a Task Order Request for Proposals, only from an authorized AIM Development representative.

2.2.2 The SVP of AIM Development or the designated AIM Development representative will issue to the Consultant a Task Order Request for Proposal (PS-02) for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will attend a pre-proposal meeting to ensure an understanding of the scope of work and will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the AIM Development Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal are not guaranteed to result in an executed Task Order.

2.3 CONSULTANT TASK ORDER FEE PROPOSAL

2.3.1 The Consultant shall provide a fee proposal that includes the following:

2.3.1.1 A brief narrative of the understanding of the requested Task Order scope of work to be performed by consultants and all subconsultants.

2.3.1.2 A completed Fee Proposal Spreadsheet (PS-F) broken down by personnel pay classifications, proposed staff names, agreed fully burdened hourly billing rates (from Exhibit B), and hours necessary to complete the Task Order scope of work.

2.3.1.3 A schedule identifying all phases of scope of work.

2.3.1.4 Identification of a time and materials, not to exceed fee.

2.3.2 Fees for proposal preparation will not be reimbursed and are instead included in the Consultant's overhead multiplier.

2.4 TASK ORDER PROPOSAL CONSIDERATION

2.4.1 For each Task Order RFP issued, the City will review the Consultant's Task Order fee proposal and Task Order schedule. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.



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2.4.2 The Consultant will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP). In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated AIM Development representative.

2.5 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

2.5.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the PPM must be a licensed architect or registered professional engineer in the State of Colorado. The PPM will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM Development or the designated AIM Development representative. This PPM will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the AIM Development Contract Manager and a formal written request is submitted which requests the removal of the PPM.

2.5.2 Should the AIM Development Contract Manager request the removal of the PPM, the Consultant will replace that PPM with a person of similar or equal experience and qualifications. The replacement PPM is subject to the approval of the Senior Vice President of AIM Development or the designated AIM Development representative.

2.6 STAFF BILLING RATES

2.6.1 All Consultant and Subconsultant staff proposed on task orders shall have billing rates identified in Exhibit B. The Consultant shall identify normal duty billing rates, overtime duty billing rates as applicable, and/or office billing rates as applicable per task order scope of work.

2.6.1.1 Overtime rates shall be calculated at base unburdened rate times 1.5 times a reduced overhead multiplier that excludes fringe benefits.

2.6.2 The allowable mark-up for subconsultants and expenses is 5 percent.

2.6.3 The allowable billing rate annual escalation per staff member shall not exceed 5 percent and is subject to the approval of the Senior Vice President of AIM Development or the designated AIM Development representative. When approved, the escalation shall be applied the first week of the following calendar year or at the discretion of the Senior Vice President of AIM Development or the designated AIM Development representative.

2.6.4 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. 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 project manager hourly billing rate. DEN will only pay for authorized work related to an AIM Development task order or work that AIM Development deems is necessary for the scope of work required of Consultant or its project manager.



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2.7 DILIGENCE

- 2.7.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated AIM Development representative.

2.8 COOPERATION

- 2.8.1 The Consultant will fully cooperate and coordinate with other Consultants and approved AIM Development contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work.

3 TASK ORDER EXECUTION

3.1 TASK ORDER NOTICE TO PROCEED

- 3.1.1 DEN will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come only in the form of a Notice to Proceed signed by the SVP of AIM Development or the designated AIM Development representative. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and DEN will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 3.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, DEN will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates. DEN will provide periodic training for the Primavera Unifier system to Consultants.
- 3.1.3 Staffing Plan and Staffing Schedules: Unless otherwise explicitly communicated in writing by the SVP of AIM Development or the designated AIM Development representative, within 7 days following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in Task Order scope of work.
- 3.1.4 Deliverable Schedules: Unless otherwise explicitly communicated in writing by the SVP of AIM Development or the designated AIM Development representative, within 7 days following the kick-off meeting, the Consultant shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

3.2 DESIGN REQUIREMENTS

- 3.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the [DEN Design Standards Manuals](#) for specific documentation requirements for each discipline.



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- 3.2.2 Submittals: Upon receipt of the NTP, the Consultant will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 3.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the AIM Development Project Manager. Consultant shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by the Consultant within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Consultant from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.
- 3.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of AIM Development or the designated AIM Development representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 3.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP) Form (PS-16). The AIM Development Project Manager will provide written acceptance of all accepted VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.
- 3.3 **ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW**
- 3.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the AIM Development Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used.
- 3.3.2 Advertising for Bid: All requirements for consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.
- 3.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement



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documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the AIM Development Project Manager.

3.4 CONSTRUCTION ADMINISTRATION

- 3.4.1 Construction Phase Administration: All requirements for consultant participation will be outlined in each Task Order Request for Proposal. At a minimum refer to the Design Standards Manual - Standards and Criteria chapter 8 for requirements.

3.5 ADDITIONAL SERVICES

- 3.5.1 Changes to the scope of work initiated by the SVP of AIM Development or the designated AIM Development representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 3.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (PS-05), or a duration as defined in writing by the AIM Development Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:
- 3.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
 - 3.5.2.2 A completed Task Order Proposal Spreadsheet (PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
 - 3.5.2.3 A revised schedule identifying all phases of scope of work with AIM Development reviews.
- 3.5.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization (PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- ### **3.6 TASK ORDER CLOSEOUT**
- 3.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the SVP of AIM Development or the designated AIM Development representative.
- 3.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (PS-26) and Final Statement of Accounting (CM-93).
- 3.6.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (PS-09) is submitted.

**AIM DEVELOPMENT****Integrated Project Management Support Services****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 III, 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 while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by 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 MISCELLANEOUS REQUIREMENTS**5.1 AIRPORT SECURITY REQUIREMENTS**

- 5.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in any Controlled, Sterile, or Secure Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and AIM Development and Federal Aviation Administration/TSA rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.

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6 REFERENCED FORMS

Form #	Name
PS-F	Fee Proposal Spreadsheet
PS-02	Task Order Request for Proposal
PS-05	Request for Proposal for Additional Services
PS-06	Additional Services Authorization (for Design)
PS-09	Final Lien Release – Professional Services
PS-13	Design Change Request (DCR).xls
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-25	Certification of Design and Construction Drawings for Advertising.docx
PS-26	Professional Services Affidavit of Completion Letter
PS-28	Design Certification Letter – AIP Projects (FAA)
CM-93	Final Statement of Accounting
Exhibit B	Professional Services Agreements Core Staff Rates

END OF EXHIBIT



Exhibit E

PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: December 2022



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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 based on payment, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one summary invoice. Invoices with breakouts for each task order, purchase order, or project shall be combined into a single monthly invoice package, with overall % complete of approved fee for each task order, purchase order, or project indicated on an invoice summary table. The acceptable format for this invoice package is a hyperlinked pdf file for easy navigation.
- 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 or after the submittal of each invoice depending on the payment method, and at the direction of the Senior Vice President (SVP) of AIM Development or the designated AIM Development representative.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with the AIM Development Project Manager, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will propose and the Consultant may offer alternatives, for calculating progress payments and reporting schedule status to the City on each task order. The City shall make the final determination and the Consultant shall incorporate the City's comments into the Task Order.
- 2.3 Level of Effort: Progress payments will be based on the actual number of direct labor expended for the period invoiced to perform a Task Order. Each invoice shall contain a table of costs and hours



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by employee, which shows actuals, projected (or proposed), % complete of projected (or proposed), and % remaining.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for specific scopes of work on a time and materials basis, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order. Changes to the Task Order Scope of work and the Task Order not to exceed amounts can only be made through the DEN Task Order amendment process, 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 expenses outside of the approved Task Order Scope of Work and invoices that exceed the Task Order not to exceed amount will be considered unauthorized and no compensation by DEN to the Consultant will be made for that work or expense.
- 3.2 Draft invoices shall be submitted to the DEN Contract Manager via Unifier in the same format as that described in the final invoice requirements below. The DEN Contract Manager will review the invoice and components with appropriate DEN parties and return the draft invoice to the consultant within ten (10) days. The Consultant shall not submit a final invoice without approval of the draft invoice.
- 3.3 All final invoices must be submitted electronically in PDF format to: ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.
 - 3.3.1 Invoices must be submitted with:
 - 3.3.1.1 Company name
 - 3.3.1.2 Contract number
 - 3.3.1.3 Project name/task order number/PO Number
 - 3.3.1.4 Invoice date
 - 3.3.1.5 Invoice billing period
 - 3.3.1.6 All backup documentation/receipts for work performed during the period
 - 3.3.2 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 and:
 - 3.3.2.1 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.



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- 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
 - 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.
 - 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
 - 3.3.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.3.2.7 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.
 - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP of AIM Development or the designated AIM Development representative.
- 3.4 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The AIM Development Contract Administrator, AIM Development Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted, however in any case this shall not be later than the 15th day of any month. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 3.5 The employee labor data (company name, employee name, employee title, hourly rate, and number of hours) on each invoice shall be submitted and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.
- 3.6 Invoices received after the day of the month agreed to for submitting invoices may be rejected for inclusion in the following month's invoice, and payment of such invoices may accordingly be delayed until the following month. Accordingly, timely submission of invoices is required.
- 3.7 An AIM Development Project Manager and the Contract Manager will review all invoices, and, in the event there is an objection or disagreement from the AIM Development representative with the invoiced progress, s/he will notify the Consultant. The Consultant and AIM Development Project Manager and/or the Contract Manager will meet within fourteen (14) days of the receipt of



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- the invoice to discuss the reasons for the disagreement. The AIM Development representatives 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.
- 3.8 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:
- 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.8.2 Signed subconsultant agreement(s)
 - 3.8.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 3.8.4 A work schedule as required by the AIM Development Project Manager
 - 3.8.5 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.
- 3.9 Monthly Invoice Narrative: The Monthly Invoice must contain a project narrative that shall be submitted to the DEN representative with each invoice. This narrative will describe the work completed in the month of work invoiced which represents the hours expended and invoiced costs. Failure to submit the Monthly Invoice narrative and all requirements of this Exhibit may be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 3.10 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 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 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 a DEN representative.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 4.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Consultant.



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The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.

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

5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 6.1 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.
- 6.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project, e.g. 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:
 - 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 6.2.2 Supplies & Equipment: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 6.2.3 Maintenance and Repair: Office equipment, survey & testing equipment.
 - 6.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 6.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 6.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 6.2.7 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.
 - 6.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.



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6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.

6.3 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.

7 EXPENSES

7.1 Expenses Reimbursed at Cost: All allowable (non-Salary) expenses are reimbursed at cost.

7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the SVP of AIM Development or the designated AIM Development representative (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.

7.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.

7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative. 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 SVP of AIM Development or the designated AIM Development representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare



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- 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.
- 7.6 Rental Car: All rental car costs must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative. At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 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 SVP of AIM Development or the designated AIM Development representative.
- 7.8 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 SVP of AIM Development or the designated AIM Development representative.
- 7.9 Special: Expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement. All special expenses must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative.
- 7.10 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment. All expenditures for this category must be pre-approved by the SVP of AIM Development or the designated AIM Development representative before cost are incurred or submitted for reimbursement.
- 7.11 Project Field Supplies, Equipment and Vehicles: these items are limited to engineering copying, postage, freight, specialty field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.12 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 (PS-E).
- 7.13 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



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and civic), overtime premium, fines & penalties, renewal of licenses/certifications, 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.

- 7.13.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable and are instead included in Consultant's overhead multiplier.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL

8.1 DEN Project Manager Discretion

- 8.1.1 All requirements in this section may be modified by the SVP of AIM Development or the designated AIM Development representative to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

8.2 Prior To Commencement of work – Submittals Required

- 8.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (Exhibit B).

- 8.2.2 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.

- 8.2.3 Work Schedule.

8.3 Monthly Submittals

- 8.3.1 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 9.1 All task order scope of work and contract-related information between the Consultant and DEN shall be transmitted and/or stored in the document library section of the appropriate program/project shells in Primavera Unifier. Regular business correspondence shall be completed via an e-mail format approved by the SVP of AIM Development or the designated AIM Development representative.

- 9.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.

- 9.2.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic



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communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

9.2.2 Task Order Proposals inclusive of work schedule, costs, staffing, and other additional requirements shall utilize the format and system as defined by the SVP of AIM Development or the designated AIM Development representative.

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

10 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
Exhibit B	Professional Services Agreements Core Staff Rates

END OF EXHIBIT

EXHIBIT F

EDI Plan



Denver International Airport

Integrated Project Management
Support Services
(IPMSS) – Facilities
Contract #202262936

MWBE EDI Plan

Equity, Diversity, & Inclusion

November 16, 2022 | Rev1.2

Our Team:

LS Gallegos & Associates, Inc.
Shrewsberry & Associates, LLC
V-1 Consulting, LLC
Sofola & Associates, Inc.
WSP USA
Iron Horse Architects, Inc.
Foster CM Group, Inc.
Sunland Group, Inc.
Civil Technology, Inc.



A. Key Personnel

B2Gnow (Small Business Certification & Contract Mgmt System)

Crystal Carter; Contract Manager
ccarter@jwincorporated.com | 312-997-3720

Project Leader

Kastriot (Joti) Baruni; Principal
kbaruni@jwincorporated.com | 630-464-0847

Controller

Marlen Tapia; Controller
mtapia@jwincorporated.com | 312-997-3720

Superintendent

Not Applicable

Outreach/Community Engagement

Lorie Moghaddam, Managing Director—West Region
lmoghaddam@jwincorporated.com | 720-377-6035

Executive Sponsor for JWI Diversity & Inclusion Action Council

Amy Weaver; Sr. Vice President of Aviation
aweaver@jwincorporated.com | 404-805-7736

Diversity Consultant to JWI

Pope Consulting www.popeconsulting.com
Pam Rincones; pam@popeconsulting.com | 616-550-6643
Merlin Pope; merlin@popeconsulting.com | 513-939-9531

Please include JWI's MWBE Commitment (%) specifically to this project.

*Contract #202263936
MWBE Commitment - 90%*



B. MWBE Utilization Strategies

As a woman-owned company, J.A. Watts, Inc. (JWI) understands what it means to be an underutilized and disadvantaged business. We have participated in, benefited from, and worked to promote MWBE programs for many years. As the prime consultant on the current PMSS contract, we have been able to grow as individuals and as a team during our time at DEN, and we are excited and honored to help other MWBE businesses do the same.

In fact, we believe it is OUR responsibility. On the current PMSS contract, 92% of the total number of people on our team (as of July 2022) work for MWBE companies

That did not happen by chance, it was intentional from the very start of forming our team and is one of the distinguishing characteristics.

Please include JWI's MWBE Commitment 90% specifically to this project:











JWI is committing to 90% MWBE participation for the DEN IPMSS Contract #202262936.

Throughout our contract, we have also sought to increase our MWBE partnerships and had the opportunity to work with, mentor, and champion a new MBE start-up, V-1 Consulting, Inc. Since its inception in 2019, V-1 Consulting has thrived at DEN and throughout the US, growing from 2 to 15 employees.

JWI is grateful for the flexibility of our contract with DEN, as it continues to allow us to foster and develop new MWBE opportunities at the airport by bringing on new and important subconsultants, like V-1 Consulting.

Looking towards the future, JWI has assembled an IPMSS team that preserves the continuity of our established and successful partners while adding four proven and respected MWBE firms to our proposed team—one of which is new to DEN. Foster CM Group, Inc. is based in San Antonio, TX, and has extensive airport project management experience, which is further described later in this section. We are excited to partner with, guide and mentor the Foster CM Group on how they can expand into meaningful roles and be successful at DEN all while bringing more opportunity to the local Denver community.

The following firms comprise the JWI Team:

 MWBE		 MWBE, SBE, DBE		 MWBE	
 MWBE, SBE, DBE		 MWBE, DBE		 MWBE, SBE, DBE	
 MWBE, SBE		 MWBE, SBE, DBE		 MWBE, SBE, DBE	
 MWBE, SBE, DBE		<p>JWI is proud to propose this robust and diverse team. These firms combined with the international horsepower of WSP equips the JWI Team with an incredible bench-strength of qualified MWBE resources, which will be needed to do our part to ensure VISION 100 is achieved.</p>			

Integrated Project Management Support Services (IPMSS) - Facilities
Contract #202262936 | MWBE EDI Plan

J.A. Watts, Inc.

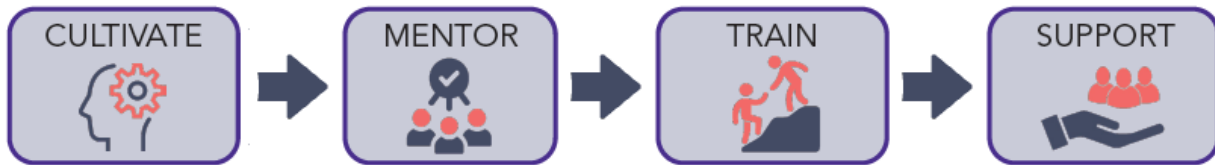




C. Technical Assistance & Support Services

Moving the next generation of small businesses forward is a responsibility the JWI Team is proud to continue. Our experience at DEN has provided us with lessons learned on how we can further develop and refine our approach in this area. Our strategic approach ensures the next generation of MWBEs thrive at DEN and includes four stages. It begins with cultivating the new business, either as a start-up or a business new to DEN and progresses to providing ongoing future support.

This approach is detailed below:



How will JWI cultivate new businesses? What mentoring opportunities will be provided on this project?

JWI has and will continue to focus on opportunities for new business at DEN. JWI has developed positive and productive relationships with our DEN clients by routinely reaching out to understand how we can provide additional value. Additional value includes partnering with other MWBE businesses to expand our resources to DEN's growing needs. JWI will continue to support and be an active participant in the BDTA which provides the framework and knowledge base for new MWBE firms to work at DEN. As a contractor, whether prime or sub, navigating through the processes and procedures at DEN is challenging. JWI will stand with and support our MWBE partners in overcoming this challenge by sharing our knowledge and lessons learned during regularly scheduled meetings or one-one meetings as needed.

CULTIVATE

Support and lead efforts to increase the number of MWBEs and small businesses in the Denver area. The JWI Team understands that growing the number of next generation small businesses will be necessary to support the massive growth of the area and airport. The Business Development Training Academy (BDTA) is an exciting initiative that will play a vital role in growing new small businesses by providing training and expertise on how to conduct business at the airport.

Lorie Moghaddam, JWI's Managing Director of the West Region, is currently engaged in developing the curriculum for the BDTA. As it evolves, the JWI Team will continue to support and find ways to be active participants in BDTA. We will also work with and support other efforts of DEN Commerce Hub and the Division of Small Business Opportunity (DSBO) to identify meaningful ways the JWI Team can cultivate new MWBE companies. Collaborating with industry organizations like American Council of Engineering Companies (ACEC), Women



Transportation Seminar (WTS), Airport Minority Advisory Council (AMAC), Hispanic Contractors of Colorado (HCC), Conference of Minority Transportation Officials (COMTO), Construction Management Association of America (CMAA), and others on their initiatives to support the growth of new small businesses will provide our team with the opportunity to have a broad impact.

MENTOR

Coach, champion, and guide start-up small businesses and established businesses growing into the Denver area alike on how to be successful at navigating DEN and successfully delivering projects from fee proposal to final payment.

JWI had the opportunity to mentor a new MBE, V-1 Consulting, Inc., during our current PMSS contract. We provided guidance in developing cost proposals/fees, establishing their overhead multiplier, and connecting them with the appropriate people at DEN to further support their journey. JWI meets with V-1 Consulting, Inc. on a bi-weekly basis, which fosters our already great working relationship with them. V-1 Consulting, Inc. is now an integral part of our team going forward and we collaborate on ways that we can partner together on other opportunities at DEN and across the country.

Will this guidance be available to other MWBE firms working on this project? How will JWI incorporate other MWBE firms into this project?

We have expanded our team to include additional MWBE firms to support the growth plan at DEN. JWI will provide this same guidance to each of our MWBE partners to support their continued growth.

Throughout our existing contract, JWI is proud that our unified team of MWBE firms created an environment to support more MWBEs to join in our IPMSS pursuit, like Foster CM Group, Inc. For more than 27 years, Foster CM Group has been involved in managing terminal expansions, runway/taxiway expansions, parking expansions, FAA anti-noise programs, and improvements to concessions programs. Recently, Foster CM Group has served as part of the Program Management/Construction Management team providing service for the Dallas/Ft. Worth International Airport, Airport Development and Engineering Department (ADE). Foster CM Group provides robust experience and a valuable perspective on integrated project delivery, as they look to expand their geographic footprint to the Denver area. Although the Foster CM Group knows how to deliver projects, JWI will commit to mentoring them on how to conduct business at DEN, as well as help them grow meaningful roles.



TRAIN

Provide process, systems, and procedure training to ensure the new small business gets off on the right foot to allow a greater chance for success.

As our team worked with AIM on transitioning the contract delivery from staffed base services to the new integrated task-order-based process, we recognized that there is an opportunity to add efficiencies when onboarding new team members and companies. The software and system requirements, as well as the number of stakeholder groups involved with delivering projects, take time to navigate and understand to become efficient. To expedite this learning curve, the JWI Team is committed to developing a comprehensive onboarding program that integrates any new IPMSS employee with the JWI Team and DEN procedures. This program was defined in Section 4: Proposed Work Plan & Approach of the original proposal.

SUPPORT

Engage in regular meetings to foster the working relationship with the new small business and assess progress to identify any areas that JWI could provide support.

Areas of additional assistance may include specific mentoring sessions to develop software acumen, ensuring DSBO program/procedure compliance, invoicing, recruitment, open positions, etc.

How often are these meetings held? Who all is in attendance?

JWI Team Subconsultant Principals will attend these required monthly meetings which will be held in person and virtual to ensure participation.

In these meetings, we can work together to increase meaningful roles and the number of positions, as well as collaborate on other potential projects at DEN and beyond.



D. Procurement Process

The City and County of Denver and DEN's intention to give certified small businesses every opportunity to be successful at the airport is a commitment that begins with the procurement process. Since 2017, JWI has led the procurement of contractors and managed construction on several types of projects. With diligent adherence to the DEN procurement procedures detailed in the Yellow Book, we have seen the intended benefits come to fruition as new qualified contractors are winning opportunities, which ultimately helps control project costs as the number of competitors increase.

With the extensive amount of current and future development at DEN, increasing the number of experienced MWBEs will be critical to delivering the facility requirements needed to accommodate 100 million annual passengers. Increasing the pool of qualified MWBE bidders is vital in all tiers of subconsultants and subcontractors. The JWI Team will advance this goal during the procurement process by closely reviewing the EDI Plans of contractors to ensure all DSBO requirements are adhered to during all phases of the

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.

JWI will follow DEN's procurement guidelines for Professional Services (primarily for Project Management and Contract Administration services). The JWI Principal for the Contract will conduct monthly meetings with our JWI Subconsultant Principals to discuss upcoming and forecasted DEN staffing needs. Each subconsultant will have the opportunity to proactively search for and provide a candidate for consideration by JWI and DEN. The final selection will be based on the candidate's qualifications and experience and feedback from DEN. JWI will work closely with each MWBE subconsultant ensuring that the minimum subconsultant participation agreement percentages are met. All inquiries and respective staffing documentation will be communicated in writing to all subconsultants, to ensure fairness and transparency. Regarding the procurement process for Construction Services, the JWI Team will follow and adhere to the DEN processes in ensuring the contractor(s) on projects managed by our staff achieve the MWBE goal set by DSBO. Specific issues with any of our projects will be discussed with DSBO. Actions developed between DSBO and the contractor to resolve issues will be supported and tracked by our project managers and reviewed during the DSBO/JWI Quarterly Partnering Meetings.



E. Communication and Vendor Management

Regular and intentional communication will lead to successful execution of this MWBE EDI Plan. The JWI Team will establish and conduct the meetings listed in this chart to ensure alignment and our continued successful integration at DEN.

This comprehensive and intentional meeting schedule is meant to be flexible and can be modified and added to as the needs arise. It will ensure that we proactively support and guide all IPMSS team members, any issues are resolved proactively, and that there is always a venue to discuss innovative ideas and opportunities to improve to be the best partner possible to DEN.

Describe the communication strategies and assistance Proposer is and will use with MWBE businesses to align their work with the contract requirements safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.

The JWI Team will meet monthly (either virtually or in person) at a minimum, to discuss any and all applicable matters related to the IPMSS Contract. The JWI Principal will be the point of contact between DEN Contract Manager and the JWI Team to ensure uniformity and equity for all subconsultants under the contract. Communication will be primarily via phone and email, and formal correspondence will be in writing. The Contract terms pertaining to the Subconsultants will be enforced via Subconsultant Agreement with each subconsultant, to ensure all of DEN's standards are adhered to. JWI's Principal will also hold monthly, or as needed, meetings with all IPMSS staff, in a group and/or in One-on-One setting, to ensure Performance Standards and DEN specified Document Control processes are adhered to. Furthermore, coaching and development meetings, especially during the onboarding process for new team members will be held as needed to provide new team member(s) and new subconsultants with every opportunity to learn the DEN processes. Additionally, Project Managers and select projects will be audited quarterly to ensure quality.

Include in your DSBO meeting to follow up on Prime/Sub audits, DSBO required forms, task orders, amendments/IA forms etc.

Agenda to include:
- Prime/Sub Audits
- DSBO Required Forms –
Task Orders & Amendments

Meeting	Attendees	Frequency	Purpose
Team Member Meeting	IPMSS Principal and Project Managers	Monthly	Individual Project Manager/team member meetings with the IPMSS Principal to ensure their success by discussing project health, safety requirements, training and development, opportunities for growth, and a general check-in.
Principals Meeting	JWI Team Firm Principals	Monthly	The purpose of this meeting is to discuss the implementation of the MWBE EDI Plan, as well as operational agenda items such as open positions, recruitment, onboarding, training, dispute resolution, and invoicing.
Utilization Meeting	IPMSS Principal and AIM Supervisors	Bi-weekly	IPMSS Principal will discuss the utilization runway and available capacity of existing team members and determine when seeking out new candidates is necessary.
AIM/JWI Partnering Session	JWI Leadership and AIM Leadership	Bi-weekly	Regular partnering meetings with AIM Leadership and JWI Leadership to ensure contract health, performance expectations, tight alignment in processes and project delivery, and continuous improvement throughout the term of the contract.
DSBO/JWI Partnering Session	IPMSS Leadership and DSBO Representatives	Quarterly	Quarterly Partnering Session with AIM Stakeholders and DSBO where an implementation audit of the MWBE EDI Plan can be tracked and discussed.



F. Past Performance

A commitment to diversity starts at the top, so to become a more diverse organization we must acknowledge our own unconscious biases and begin initiatives to mitigate those biases. Our goal is to become a leader in the industry and our local communities by embracing a diverse and inclusive workforce. We know that it will take time and dedication, but the JWI Team is committed to doing our part, be that starting a scholarship or achieving more than three times the MWBE goal executing the current PMSS contract. Here are examples of initiatives we established in the past to honor that commitment (and that continue to thrive today):

JWI DIVERSITY & INCLUSION ACTION COUNCIL (DIAC) In response to the increasing hate crimes in our country and the tragic deaths of George Floyd and other people of color in 2020, JWI was, and continues to be, committed to doing our part in the fight for social justice. We know that change happens one step at a time, and our first step was to launch the Diversity & Inclusion Action Council (DIAC). This council of a diverse group of employees led our company through a journey of discovery and a personal road of growth. We established three committees to do our part to effect change:

The Mentorship Committee established a partnership with the Chicago Public Schools program called “Chicago Builds.” Chicago Builds is a two-year construction training program for city-wide high school juniors and seniors who are interested in pursuing a career in construction after graduation.

The Family Portrait Committee focuses on external and internal opportunities to promote inclusivity through recruitment with colleges, as well as researching and implementing awareness learning series (i.e., unconscious bias, generational differences, respect).

The Scholarship Committee researched, interviewed experts, developed business cases for, and ultimately established two scholarships to memorialize our ongoing efforts to encourage a more diverse workforce in our industry. We have partnered with the following foundations of two industry-leading organizations to sponsor annual scholarships and are awarding our first scholarships this summer for the 2022-2023 school year:

AMAC Foundation JWI sponsors a \$5,000 annual scholarship. The J.A. Watts, Inc. Diversity in Aviation Scholarship is for students of color who are pursuing a career in construction within the aviation industry. Eligible students for this scholarship must be U.S. citizens entering their undergraduate junior, senior, fifth year, or master’s program, pursuing a Bachelor’s or Master’s degree in Construction Management, Engineering, or Architecture.

ACEC Research Institute Annual Scholarship JWI sponsors a \$5,000 annual scholarship. The J.A. Watts, Inc. Diversity in Engineering Scholarship will award funding to students of color who have been traditionally underrepresented in the field of engineering. Students must be U.S. citizens entering their undergraduate junior, senior, or fifth year, or master’s degree program, pursuing a Bachelor’s or Master’s degree in an ABET-accredited engineering program or in an accredited land-surveying program.



G. Proposer's Culture

JWI believes in treating clients and employees like family, and this belief is the foundation of our culture. JWI's reputation is a product of that culture, our client relationships, and our energetic, diverse, and inclusive workplace. JWI is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. Our Diversity, Equity, and Inclusion Policy is incorporated into our Employee Handbook. From day one every new JWI employee is introduced to our policy and understands how important these values are to our culture and our work environment. Additionally, we have included our commitment to these principles in our corporate Strategic Plan because we're proud of the JWI culture and intentionally work to preserve it.

Just as it was a journey for our President, Julie Watts, to establish and grow JWI to what it is today, it has also been a journey for us to find our voice as a disadvantaged business. As a woman-owned firm, we understand the challenges women face in the construction industry. To create a space for our women to help empower and interact with each other, we started our own women's organization called WINGS in 2019.

The motto for WINGS sums up our purpose and is Alis Volat Propriis, which is Latin for "She flies with her own wings." WINGS offers the women of JWI an opportunity to support one another, be mentors, and provide educational opportunities for each other. We give back to our communities and we also highlight ways to maintain health and wellness, which is so important today.

Most recently, our journey in finding our voice as a disadvantaged business came when we started the JWI Diversity & Inclusion Action Council, as detailed above. To further weave this commitment into the fiber of our company and provide the expert advice needed, we enlisted the professional services of **Pope Consulting**, a diversity, equity, and inclusion consulting firm. They interviewed JWI leaders and conducted a company culture assessment to identify areas for improvement. Additionally, they conducted a two-day, in-depth inclusive training program with twenty of our leaders, which was thought-provoking and impactful.

Currently, we are collaborating with Pope Consulting on further evolving DIAC and they will conduct training for our DIAC members and others. The knowledge and guidance they have imparted on our efforts have been and continue to be invaluable. JWI will retain them as an ongoing resource available to answer questions and guide us as we implement our MWBE EDI Plan.



H. Future Initiatives

The JWI Team proposes the following initiatives to promote equity, diversity, and inclusion over the next five years:

STAND TOGETHER

The JWI Team believes that we can affect greater change if we stand together. For this reason, we commit to discussing and moving the implementation of this EDI Plan forward during the JWI Team Monthly Principals Meeting. Additionally, as an integrated team, we commit to supporting each other's respective firm's initiatives in Diversity, Inclusion, and Equity whenever possible. **As an example, Shrewsberry & Associates is proud of its commitment to the Denver Public Schools CareerConnect Internship Program since its inception.** They are also actively involved in the engineering program at Denver South High School, assisting the staff in developing their engineering program and providing a much-needed industry partnership. During our monthly meetings, our team can identify ways that we can support Shrewsberry in this effort to help broaden that program's impact. From Junior Achievement to national scholarships and action councils, our team will combine our individual firm efforts to make a bigger impact throughout the City and County of Denver, the state of Colorado, and across our industry.

BREADTH OF RECRUITMENT

Our diversity makes us stronger, and our firms' unique approaches to recruitment allow for a wider breadth and depth of potential candidates. The JWI Team has been successful when it comes to recruiting diverse candidates, but we would like to further leverage our relationships and involvement in organizations representing our underutilized populations. From networking in our member organizations like **Hispanic Contractors of Colorado (HCC), Airport Minority Advisory Council (AMAC), and Women Transportation Seminar (WTS)**, to hosting panel discussions and participating in committees working to attract minorities to the construction industry, the JWI Team will combine our different recruitment approaches and industry resources to enhance the diversity of our candidate pool. Additionally, our local presence combined with our national reach will also allow new talent looking to relocate to Denver to be a part of our outreach.

CAREER DEVELOPMENT

The JWI Team strongly believes that career development, training, and succession planning for the employees of our MWBE Subconsultant Partners is an intentional ever-present part of the execution of this contract. From how we propose to execute the projects to regular communication with all levels of our team and DEN, we intend to foster and grow our bench from within to create the most talented and diverse team that adds value to DEN's strategic initiatives, like VISION 100.

To achieve this, we will set the foundation for future growth for our team members with our initial project proposal and setup. JWI will collaborate with our partners to ensure we are proposing the most qualified, diverse, and experienced candidates possible.

Proposing an integrated, team-based approach with a Lead Project Manager (DEN PM III/PM IV) mentoring a Support PM (DEN PM II) provides the most cost-effective,





efficient, and productive project execution for DEN. This allows the Lead PM to mentor the Support PM through the project. This includes any necessary on-the-job training and/or recommendation for specific training, as well as ensuring all DEN processes are being adhered to throughout the project's delivery. The Support PM (who also has the lower billable rate) will be able to perform most of the day-to-day management of the project, thus allowing the Lead PM (who has the higher billable rate) to provide oversight in a more cost-effective way for the project and for DEN.

As the project moves through the various implementation stages, the Support PM will gain invaluable experience that will allow them to eventually progress into the Lead PM role in the future. This approach will create a bench of talented and experienced PMs, which will allow the JWI Team to promote growth from within our MWBE Subconsultant Partners and ensure we continue to develop and support each project manager in their career.

SUMMER INTERNSHIP PROGRAM

The JWI Team proposes to work together with DEN and AIM to create a summer internship program that provides opportunities to minority and women college students who are majoring in architecture, construction management, and engineering. This endeavor will allow students who are interested in our industry to participate in an internship program that will expose them to various stages and phases of airport projects. To develop a meaningful internship program, the JWI team will do the following to make this idea a reality:

Collaborate with AIM to determine the details of the internship program, which could include:

- Determine DEN stakeholders to coordinate implementation
- Determine qualification(s) required for interns, as well as the DEN approval process for each firm's intern
- Identify projects and personnel to be involved
- Develop content for the program, schedule, and requirements for their final deliverable/ presentation to DEN

Collaborate with the JWI Team:

- Coordinate with project managers to develop meaningful scope of work for summer interns
- Determine projects that can incorporate interns and identify others that can support job shadowing
- Talk with Airline partners to develop job shadowing days for the interns
- Identify a mentor for each company's intern
- Develop prep meetings/training for mentors
- Create and incorporate goal sheets, mid-program review, professional development series, and a full review at the end of the program to be completed by the mentor
- Market internship through industry organizations we are members of and at college career fairs



Through close coordination with AIM, the JWI Team will implement the Summer Internship Program in 2023 and every year after. At the conclusion of the program, we will seek feedback from the interns, mentors, and DEN Stakeholders to determine ways we can continuously improve this program (i.e., expand the program to year-round).

The JWI Team is unified by our responsibility to engage with, grow, and support the MWBE community. As a member of the community, JWI will ensure that the Equity, Diversity, and Inclusion Plan presented in this section will be implemented with a strong conviction for its cause and potential impact.



Signatory Requirement

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, J.A. Watts, Inc. shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by J.A. Watts and approved by DSBO, beginning in October 2023 or at the request of DSBO.

J.A. Watts, Inc. Executive Representative

Name: Julie Watts, President

Signature:

Date: 11/16/22

A handwritten signature in black ink, appearing to read "Julie Watts", is written over the signature line.

DSBO Assistnat Director

(delegated authority by Director)

Name: Brittany Eroen

Signature: *Brittany Eroen*

Date: November 18, 2022

Version	Description	Date Created	Author
1.0	JWI EDI Plan	07/12/2022	JWI
1.1	Rev1: Updated per DSBO Comments	10/27/2022	JWI
1.2	Rev 2: Updated per DSBO Comments	11/16/2022	JWI

EXHIBIT G

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



REQUEST FOR PROPOSALS

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) –FACILITIES

NO. 202262936

June 2, 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): Diane Folken
 E-Mail: contract.procurement@flydenver.com

Request for Proposals #202262936

PROPOSALS MUST BE RECEIVED BY: July 12, 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	June 2, 2022
Optional Pre-Proposal Conference	June 8, 2022, at 11:00 Denver Local Time
Last Date to Submit Written Questions	June 16, 2022, by 2:00 Denver Local Time
Proposal Due Date	July 12, 2022, by 2:00 Denver Local Time

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting. If the link does not work, copy and paste into your Internet browser's address field.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWRjYtc5ZmUtM2JhNC00YzZiLTk0YjQtMmlyNzUxYTA1NmRj%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%2281bb498f-79df-41df-a879-d0ad8ba47cd0%22%2c%22IsBroadcastMeeting%22%3atrue%7d&btype=a&role=a

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 III, Division 3 of Chapter 28 of the D.R.M.C. states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for expenditures contracted by the City and County of Denver. The specific goal for this project is:

35% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 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 RFQ 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

This request is for a contractor to be selected through a competitive RFP process to provide Integrated Project Management and Support Services (IPMSS) at Denver International Airport (DEN). The mission of the Airport Infrastructure Management Development (AIM DEV) division is to Define, Design and Build infrastructure and facilities development and rehabilitation projects at DEN. To achieve that objective, AIM DEV augments its staffing needs through the integrated engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for managing projects to produce the best quality, schedule and budget framework possible to support DEN's strategic plan - Vision 100.

Under this contract these duties shall include but are not limited to IPMSS such as project management including planning, design, construction management, budget and schedule management; ensure compliance with design and AHJ requirements; determine and establish construction standards and materials; work with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; provide professional/technical assistance and project updates to the PMO group, stakeholders, management and City Council; assure that projects meet established quality standards; work with DEN's Business Management Division in publishing requests for proposals and in selecting consultants and contractors for capital projects; make presentations; negotiate contracts; and perform additional duties as assigned.

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
- ☐ Sample Agreement:
 - List of all questions, issues, or proposed modifications to the Sample Agreement as outlined in Section III-2
- ☐ 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)
Submit as separate electronic file from the proposal
 - Exhibit B

REQUEST FOR PROPOSAL**NO. 202262936****INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) - FACILITIES**

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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 January, 2023, and has a scheduled duration of approximately three 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

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

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

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 contract document.



Scope of Work



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1 INTRODUCTION

The mission of the Airport Infrastructure Management Development (AIM DEV) division of Denver International Airport (DEN) is to Define, Design and Build all the infrastructure and facility developments and maintenance projects at DEN. To achieve that objective AIM DEV enhances its core staff through the engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for achieving the best design to produce the safest, best quality, schedule, and budget framework possible.

The AIM DEV teams provide overall project management activities for the development and delivery of projects throughout the Define, Design, Build, and Closeout/Turnover phases of the AIM DEV project lifecycle. This team ensures that development projects meet DEN's project requirements and fulfill the minimum requirements of the City & County of Denver Standard Specifications for Construction General Contract Conditions.

Under this contract these duties performed shall include but are not limited to comprehensive Integrated Project Management and Support Services (IPMSS). This may include project management (including planning, design, construction management, budget and schedule management); ensuring compliance with design and AHJ requirements; determining and establishing construction standards and materials; working with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; providing professional/technical assistance and project updates to the PMO group, stakeholders, management and City Council; assuring that projects meet established quality standards; working with DEN's Business Management Services Division in publishing requests for proposals and in selecting consultants and contractors for capital projects; preparing and giving presentations; negotiating contracts; and performing additional duties as assigned. This may also include contract administration services; contract review and advisement; processing of payment application packages; creation of requests for information or requests for proposals; and analyzing, preparing, and presenting data-driven metrics and reporting.

It is expected that support staff will manage all activities necessary in a highly collaborative integrated environment to meet project goals, including but not limited to identifying and prioritizing the needs of DEN within the Vision 100 strategic plan, coordinating the project work flow within the DEN project lifecycle; ensuring that all alternatives are considered; and ultimately overseeing the implementation process, all while maintaining schedule and scope within the defined budget.

The consultant will be required to promote a diverse workforce with equity and inclusiveness as paramount themes in their corporate culture, and to promote and employ these values with regard to compensation, opportunity, development and training, and representation of their proposed integrated support staff.

Support staff provided under this contract will be assigned to projects on a project-specific task order basis and are expected to stay assigned to a project for the duration of the project assigned. Support staff may be assigned to multiple projects simultaneously, and the consultant will manage the available resource capacity to ensure quality deliver of assigned responsibilities. The main focus of project assignments will be in the Design and Construction phases of the project lifecycle. The Define and Closeout phases of the project lifecycle will not be a significant portion of the project tasks assigned as these phases will predominantly be the responsibility of DEN staff. Project Managers will be integrated within the applicable



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projects group in AIM DEV. Contract Administrators will be integrated within the PMO Group. Other support staff will be integrated within the applicable groups in AIM DEV or other divisions within DEN as instructed by the Senior Vice President of AIM DEV or their designee (the Director of Infrastructure or Director of Facility Projects).

2 CONTRACT REQUIREMENTS

2.1 GENERAL

- A. The Consultant, as deemed necessary by the Senior Vice President of AIM DEV, will provide various professional, technical and support staff to provide project-specific services required for projects managed within AIM DEV's groups. Typical examples of positions to be filled under this contract may include, but are not limited to, Project Managers, Contract Administrators, Commissioning Managers, Engineers, and Architects.
- B. The Consultant, as deemed necessary by the AIM DEV Facilities or Infrastructure Director, will provide professional, technical and support staff assigned to projects to perform or assist with support services which may include management of define, design, build, closeout and any other support services activities as required. It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.
- C. DEN currently uses a variety of software, including Oracle Primavera Unifier, Primavera P6 EPPM and Professional, Microsoft SharePoint applications, Textura, Revit, Power BI, and BIM 360 Field among others, for its project management software applications. The consultant's personnel will be required to become proficient in the use of these programs and any programs adopted in the future for use by AIM DEV.

3 PROJECT SERVICES

3.1 PROJECT STAFFING PROCESS

- A. All staff will be requested, assigned, and invoiced on a per project task order basis. Project task orders are developed as not-to-exceed (NTE) sums and are invoiced on time and materials (T&M). See Exhibit D for the task RFP, task proposal, and task execution process.
- B. The Consultant shall maintain and provide bi-weekly to the AIM DEV leadership (supervisors, directors, SVP), a cost-loaded staff utilization plan demonstrating project assignments, available capacity, and burn-rates weekly. Web-based dashboards or reports are preferred, and Microsoft Excel/CSV files may also be acceptable as determined by the AIM DEV SVP.
- C. No work shall be performed under any task order without a signed and dated Notice to Proceed (NTP) by the Senior Vice President and/or an appointee.
- D. All work associated with development of task order proposals shall be included in the



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Consultant's multiplier.

3.2 DEFINE PHASE

- A. When a project need has been identified by DEN, it is assigned to a DEN Project Manager and the Project Define Phase is initiated. During this phase the DEN Project Manager meets with the Project Sponsor to further refine and quantify the project need. Alternatives may be reviewed; cost estimates and schedules are prepared. The project request is then presented to the AIM DEV Leadership Team for approval to be incorporated into the Capital Improvement Program or O&M Program. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all the following services, in which case a proposal will be requested from the Consultant and Consultant's personnel during define may include but would not be limited to:
- i. Review planning and programming studies, which may include special engineering studies and reports such as condition assessments and geotechnical investigations for applicability to the Project.
 - ii. Prepare the Define Tollgate(s) – Following DEN's Project Life Cycle, prepare the Define Tollgate for presentation and present as needed to Management and Stakeholders.
 - iii. Prepare Documents for Management Review & Approval – Prepare documentation and presentation materials for Executive Leadership and for presentation to the City Council.
 - iv. Coordinate with all relevant stakeholders to refine programming requirements and scope of work.
 - v. Develop a project charter and project management plan defining project scope, schedule, and the responsibilities of all project team members.
 - vi. Provide advice on issues involved in the planning, design and construction of capital improvement projects. Determine the extent of potential problems and recommend a course of action to clear all obstacles and to obtain required approvals and permits.

3.3 DESIGN PHASE

- A. During the design phase AIM DEV manages the necessary architectural and engineering consultant contracts to produce construction documents necessary for projects.
- B. Services required by the Consultant's personnel during design may include, but are not limited to:
- i. Revise the established project charter and project management plan refining the project scope, schedule, and the responsibilities of all project team members.
 - ii. Oversight of Other Consultants: Manage other consultants with various areas of expertise as a representative of AIM. To provide guidance and review the findings of consultants working on projects for DEN.



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- iii. Oversight of all project team members to ensure adherence to and compliance with all applicable established Design Standards Manuals (DSMs).
- iv. Building Information Modeling (BIM) Oversight: The PM will be required to ensure that DEN's Building Information Modeling (BIM) requirements; are implemented, including but not limited to;
 - a. Ensure that the contractor and the designer of record recognizes and agrees that it shall be required to use the Autodesk BIM 360 platform for this Project. Contractor recognizes and agrees that it shall make exclusive use of the City's enterprise deployment of Field and Glue as provided by the City;
 - b. Ensure the contractor and/or the designer of record recognizes and agrees that they shall be required to execute a BIM Project Execution Plan in cooperation with DEN's representatives in compliance with the Digital Facilities and Infrastructure (DFI) Design Standards Manual (DSM) and to adhere to the terms of that plan;
 - c. Ensure the contractor and/or the designer of record shall produce a construction model and perform clash detection according to the standards outlined in the DFI DSM and to deliver the coordinated models to DEN's representatives;
 - d. Ensure the contractor and the designer of record recognizes and agrees that they shall be required to conform to all requirements of the DFI DSM.
- v. Internal Agencies: The PM will coordinate and execute scope and design reviews with internal subject matter experts (SMEs) to ensure design consultant compliance with DEN design requirements.
- vi. Outside Agencies: Provide assistance as requested regarding interactions with state, federal and local regulatory agencies, such as:
 - a. Interpretation of regulations
 - b. Reviews of pending legislation and/or regulations
 - c. Scheduling of actions necessary to receive approvals
 - d. Preparation of permit applications
 - e. Follow-up to obtain prompt approvals
 - f. Preparation of all necessary correspondence
- vii. Contract Preparation: Assemble and prepare complete construction documents (including plans and specifications prepared by others) for bid purposes or for a Task Order, On Call Construction contract.
- viii. Site Investigation: Coordinate and schedule comprehensive site investigation services. Identify and report on constraints.
- ix. Cost Estimation: Prepare and/or review estimates prepared by others and assist in developing estimates.



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- x. Construction Management Plan: Develop and/or assist with preparing a written, project specific quality control/quality assurance plan detailing all the specific measurable goals to be achieved during construction when required for projects funded by the FAA.
- xi. Scheduling: Review schedules and milestones prepared by others and assist in developing a final schedule.
- xii. Value Engineering/Constructability Reviews: Provide constructability and value engineering reviews at the request of the AIM DEV Facilities or Infrastructure Director.
- xiii. Bid and Award: At the direction of the appropriate Director, assist in conducting pre-bid conferences, site visits, pre-construction meetings and preparing and distributing minutes of such. Coordinate communications related to bidder inquiries; seek resolution from the appropriate party and forward responses to DEN Technical Services. Review and comment on addenda. Evaluate bids, provide technical analysis and provide recommendation of award to the AIM DEV Facilities or Infrastructure Director.
- xiv. Permit Compliance - Review permit requirements for the project and coordinate with other AIM personnel to be sure all specific requirements are being met and are in place to allow projects to meet their designated schedule dates.
- xv. Cost Control: Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- xvi. Requests for Information/Design Revisions/Contract Change Orders: Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- xvii. Submittals/Shop Drawing Review: Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- xviii. Inspection and Special Inspections: Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xix. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, review and plan for the contractor(s)' final testing and start-up of utilities, operational systems and equipment. Additionally, participate in and facilitate commissioning meetings, issues lists, and



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- review/comment/editing of installation and performance verification checklists.
- xx. Contractor Payments: Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted monthly. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.

3.4 BUILD PHASE

- A. During the Build or construction phase, AIM DEV has overall responsibility for achieving the successful construction and turnover of projects. AIM DEV manages the necessary construction and material procurement contracts to complete the project. AIM DEV extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN.
- B. Services which may be required of the consultant during the Build phase task order may include but are not limited to:
 - i. Project Oversight: Monitoring and assuring compliance of the contractor's work and assist in the coordination of the work with the day-to-day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.
 - ii. Meetings: Participating in weekly project status meetings at which the AIM DEV Facilities or Infrastructure Director, Supervisor, Project Support Estimator or Scheduler, designer, project manager and others can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis, if necessary, as determined by the AIM DEV Facilities or Infrastructure Director. Project Managers will schedule and conduct weekly meetings with the project manager for each of the prime trade contractors and keep and distribute minutes of such meetings.
 - iii. CPM Scheduling: Reviewing and commenting on contractors' submitted CPM schedules and updates. They will also coordinate with and assist AIM DEV's project support staff from the PMO in maintaining up to date schedule data.
 - iv. Reports: Providing consistent and coordinated reporting and administrative documentation. Providing accurate and detailed project records using AIM DEV's electronic systems and prepare reports that may be required in the format and frequency requested by the AIM DEV Facilities or Infrastructure Director.
 - v. Permits: Ensuring that all required permits are obtained for assigned projects, including permits required for DEN or the contractor. Monitoring contractors' conformance to permit requirements. Identifying permit activities in the project schedule.



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- vi. Cost Control: Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- vii. Requests for Information/Design Revisions/Contract Change Orders: Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- viii. Ensure the contractor utilizes the specified field-oriented software to record required asset data for all DEN assets in compliance with the DFI DSM within five working days of the installation of each identified asset.
- ix. Submittals/Shop Drawing Review: Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- x. Contractor Payments: Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted on a monthly basis. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.
- xi. FAA Payments: Assisting DEN staff and/or prepare the necessary documentation to be submitted with reimbursement requests from DEN to the FAA for grant(s) tied to the funding for the project when applicable.
- xii. Potential Claims/Disputes: Notifying the AIM DEV Facilities or Infrastructure Director upon receipt of notification of a potential claim or dispute. The PM will investigate circumstances and recommend merit or resolution to the AIM DEV Facilities or Infrastructure Director. Maintaining files on each potential claim or dispute, resolved and unresolved.
- xiii. Airport Security: Coordinating and reviewing with Airport Security, existing terminal and airfield construction security procedures and ensuring adherence from Consultants' and construction contractors' personnel.
- xiv. Inspection and Special Inspections: Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xv. Monitoring and overseeing the work of contractors and the quality of materials installed to determine compliance with the contract documents
- xvi. Reviewing and ensuring that the work is completed as outlined in the project's Construction Management Plan and Contractor's Operational Safety Plan. The PM will document and report deficiencies to the contractor and the AIM DEV Facilities



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- or Infrastructure Director.
- xvii. Cooperating fully with officials of DEN and other agencies (Federal, State, and/or Local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s). All corrective actions by the contractor will also be documented.
- xviii. Ensuring project inspectors perform their contractual responsibilities and reporting without assuming the contractor's obligations pertaining to means, methods, quality and progress of work or safety.
- xix. While collaborating with contractors, will coordinate all required material quality assurance and acceptance testing as required by contract documents and the FAA, with the Consultant operating the DEN material testing laboratory. PMs will ensure that all required test reports for a project are received and that any required corrective actions are taken. Reports may include but not be limited to:
 - a. Executive Summary
 - g. Previous period of testing activities
 - h. An updated listing of failed tests
 - i. An updated listing of retests
 - j. An updated listing of retests that have passed
 - k. All finalized test reports for an identified period
 - l. A concise listing of all test locations, lots and sublots
 - m. An original copy of the field and laboratory test reports for individual tests
- xx. Project Site Documents: Maintaining project site records in accordance with established AIM DEV guidelines (electronic and hard copies as directed) such a record copy of all contracts, drawings, specifications, addenda, contract change orders and other modifications, in good order, and in addition, approved shop drawings, product data, samples and similar required submittals. For FAA funded projects maintain all records identified by the projects Construction Management Plan including required acceptance test records. Upon completion of a project, the complete set of records is delivered to the AIM DEV Facilities or Infrastructure Director.
- xxi. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, schedule and observe the contractor(s)' final testing and start-up of utilities, operational systems and equipment.
- xxii. Punchlist: Upon substantial completion of the contractors' work, prepare, jointly with the contractor(s) and designer(s), a list of incomplete or unsatisfactory items and a schedule for their completion. The PM will monitor the correction and completion of the work. The PM will assist the AIM DEV Facilities or Infrastructure Director in conducting inspections to determine if the work is substantially complete.
- xxiii. Completion: Securing and transmitting to the AIM DEV Facilities or Infrastructure



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- Director warranties and similar submittals required by the contract. Deliver all keys, manuals, and overstock materials where designated by the AIM DEV Facilities or Infrastructure Director.
- xxiv. Record Drawings: Monitoring the maintenance of record drawings by the contractors. Determine that record drawings are complete and accurate and transmit approved record drawings at the direction of the AIM DEV Facilities or Infrastructure Director for preparation of as-built drawings. Monitor finalization of as-built plans from the record drawings, for AIM DEV Facilities or Infrastructure Director's acceptance and approval. Ensure compliance with all DFI DSM requirements.
 - xxv. Claims/Disputes: At the direction of the AIM DEV Facilities or Infrastructure Director, assemble pertinent background information, analyze the merits of any claim or dispute, and recommend to the AIM DEV Facilities or Infrastructure Director merit or entitlement, if any. Prepare estimates of entitlement, if appropriate, and assist the AIM DEV Facilities or Infrastructure Director in negotiating settlement.
 - xxvi. Final Inspection and Acceptance by the FAA (when applicable): Conduct a final walk through of the project with the local FAA ADO representative. Assure that if there are any deficiencies noted that they are expeditiously corrected.

3.5 CLOSEOUT / OCCUPANCY PHASE

- A. The successful operationalization and turnover of an AIM DEV project is critical to the operational continuity of DEN. During closeout and occupancy of a project, various inspections, demonstrations, testing, commissioning, or verification activities are required. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all of the following services:
 - i. Asset management – Coordinate the transfer of data from the project to DEN's Asset Management section. This includes as-builts, permits, warranty information, training materials
 - ii. Closeout Support - PM teams will monitor contract closeouts to ensure receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment. Prepare and process certificates of final inspection/acceptance, certificates of completion where required, and final payment releases. Recommend closeout of the contract and final payment after determining that all contract requirements have been satisfied.
 - iii. Assist in the execution of warranty work.
 - iv. FAA Project Close Out Report (when applicable)- The PM team will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The close out report will include but not be limited to: a final test and quality control report documenting the results of all tests



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performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material.

3.6 REPORTING AND DOCUMENTATION

- A. Within 48 hours upon a request from the Senior Vice President and/or an appointee, the Consultant shall provide a staff utilization report for any or all tasks under this contract. The report shall include, but is not limited to staff names, staff project position title, DEN Project/task Name, Consultant hours allocated to each task per RFP, Consultant hours billed on each task, estimated hours for completion of each task, and staff vehicle assignments.
- B. All project photographic documentation shall be performed with a GPS enabled camera with adequate flash for the environment. Cell phone cameras are not acceptable equipment for confined or interior space documentation.
- C. The Consultant must provide a cloud-based electronic field documentation platform accessible to all field staff. The Consultant shall submit samples of the daily work product to the Senior Vice President and/or an appointee for review and approval prior to use on any task. The platform must have the following features and Consultant shall propose any platform for use for approval by the Director of Infrastructure or Facility Projects:
 - i. Capability to export field documentation (daily reports, issue logs, test documentation, etc.) into Primavera Unifier as a direct integration or PDF attachment.
 - a. List data such as Issue and deficiency logs shall have the capability of direct export in CSV or spreadsheet format.
 - ii. Capability to import assets from Revit models, including equipment tags and metadata
 - iii. Issue tracking system, including:
 - a. Issue logging with user administration
 - b. Issue details, including assigned party, due date, associated equipment/materials, and comments
- D. The consultant shall audit the performance of Project Managers on a quarterly basis or as requested by a Senior Vice President and/or an appointee. The intent of the audit is to ensure staff are performing to the requirements of this contract and that they are verifying that all aspects of work are following the Project Contract Documents. Provide a report of the Audit to the Senior Vice President and/or an appointee for review. The report shall contain at a minimum:
 - i. Project Managers audited
 - ii. Name of Project audited
 - iii. Details of audit procedures
 - iv. 360 feedback from DEN staff and Consultant Staff



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- v. Errors and omissions identified
- vi. Corrective actions taken and additional training needed

4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

4.1 GENERAL

- A. Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Vice President and/or an appointee, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM DEV goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).
- B. The Consultant agrees that they shall provide no services until directed by the AIM DEV Facilities or Infrastructure Director as evidenced by a signed and dated Notice to Proceed (NTP), and that the AIM DEV Facilities or Infrastructure Director may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full time or part time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof.
- C. The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Vice President and/or an appointee prior to commencing their duties under this Agreement, and DEN reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Vice President in his/her discretion directs. The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as-needed basis
- D. AIM DEV has project management teams to manage various projects within the facilities and infrastructure groups. These teams are integrated teams that can consist of personnel from the City, this Consultant, and the other Consultant(s). The assigned Project Manager will have overall responsibility for the assigned project team. They will follow established lines of authority and standard communication procedures in order to assure that all measurable requirements for a project have been met and projects are successfully completed. For all project-related activities (not consultant-oriented administrative activities), project team members, including the Project Manager, will be supervised and receive management direction from a DEN Supervisor.
- E. Prior to permitting any new person to commence work, the Consultant shall submit the names and qualifications of each person including their proposed hourly wage, for approval to the AIM DEV Facilities or Infrastructure Director. At the discretion of the AIM DEV Facilities or Infrastructure Director, the proposed person shall be made available for an interview.



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- F. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the AIM DEV Facilities or Infrastructure Director. If the AIM DEV Facilities or Infrastructure Director instructs the Consultant to remove a staff member from an assigned project or task, the Consultant shall provide an equally or greater qualified individual as a replacement and will remove the requested individual from the task or project within two weeks.

5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

5.1 PERSONNEL

- A. The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by an individual, who shall be the operational point of contact (POC) with the AIM DEV Facilities or Infrastructure Director. The Consultant's personnel shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work.
- B. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The AIM DEV Facilities or Infrastructure Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN.
- C. When requested by AIM DEV, the consultant will make existing or new proposed staff available for interviews, reviews of credentials or experience, or to otherwise have qualifications or abilities to execute specific projects assessed by AIM DEV.
- D. The Consultant agrees that all personnel provided are to perform services under this Agreement and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Vice President reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements.
- E. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full



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and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount up to 5% of such invoices, excluding reimbursable expenses incurred by subconsultants. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of this Agreement are set out on Exhibit C attached hereto and incorporated herein.

- F. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with Exhibit E.

6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

6.1 GENERAL

- A. The Consultant will provide all equipment and tools deemed necessary by the Senior Vice President and/or an appointee for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations. DEN will not provide equipment deemed necessary for the Consultant's personnel to perform their assigned job duties for assigned projects with the exception of access to DEN networks and software as applicable.
 - i. As a standard, DEN will not provide equipment such as on-site computers, tablets, hand tools, testing equipment, and copy machines, however these items may be provided on a provisional or temporary basis as needed and as determined by the AIM DEV Facilities or Infrastructure Director. DEN may also provide flexible office space such as drop-in desks, office supplies, and parking as needed at the determination of the Directors or Senior Vice President. Costs for proposed workspaces shall be included in the Consultant's overall multiplier and may be requested to be identified on the project-specific task order proposal by the Senior Vice President and/or an appointee.
- B. Vehicles and electric powered carts shall be provided, when necessary, by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Vice President and/or an appointee as required by each project task order. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the Senior Vice President and/or an appointee. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles used on the airfield in movement areas will need to be equipped with high intensity light bars and vehicle installed radios for communications with DEN Operations and FAA. These devices shall be approved by the Senior Vice President and/or an appointee and meet the current requirements of DEN



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Operations and the FAA for communication with the Ramp and/or Air Traffic Control Tower(s). Vehicles shall also meet all DEN, FAA, TSA requirements, and permits to access the areas required for the performance of the task order work. These areas include but are not limited to the airfield runways, taxiways, aprons; landside roadways, parking areas, terminal, concourses, revenue-controlled areas, and tunnels. All costs related to the vehicles and carts meeting these requirements shall be included in the overhead multiplier. Those vehicles and vehicle costs proposed to support staff shall be identified on each project-specific task proposal.

- C. The Consultant shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.
- D. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.
- E. Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bag, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.
- F. The consultant shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

7 REFERENCED FORMS/DOCUMENTS

#	Name
EXHIBIT - D	Task Order Proposals and Execution Process
EXHIBIT - E	Scheduling, Progress Reporting, Invoicing, and Correspondence Control

END OF EXHIBIT

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

Proposers shall undertake a detailed review of the Attachment 5, Sample Agreement and submit with their proposal a list of all questions, issues, or modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best proposer. Proposers are strongly advised to seek legal counsel prior to preparing such a list. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues.

Attachment 5 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement.

DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.

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 1, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

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

Please visit the DEN BidNet Website at the following link:

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

This link contains such services and information as:

- 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 may include:
 - a. Plan holder's list
 - b. Pre-Proposal/Pre-Bid Conference attendee list (if mandatory)
 - c. Questions and Answers

Incidental project information listed in item D (above) will only be available online 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 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 III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred as the "MWBE 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 MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals for expenditure on construction, reconstruction, remodeling, professional and design work performed for the City and County of Denver. The participation goal is stated in the Request for Proposals 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 EDI Plan must be submitted.

The execution of the contract will be conditioned on an Approved MWBE EDI Plan by DSBO.

1. Failure by the Contractor/Consultant awarded the contract to comply with MWBE Ordinance requirements and its accompanying Rules and Regulations during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO. If a Proposer is participating in a joint venture with a certified MWBE firm, submit the firm's Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal**. The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the MWBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Proposer shall submit completed DSBO Form 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 curing the life of the contract.
3. 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 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.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here:

<https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@flydenver.com with specific questions related to compliance with this ordinance.

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, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
 3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.

4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, 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://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

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

III-24 Wage Ordinances

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20 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 proposed to mitigate the conflict and email to AIMDevConflicts@flydenver.com using the form from Attachment 1, Part 4, Conflict of interest.

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 25 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, table of contents, 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 4, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

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

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

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 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 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

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

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

In response to the Request for Proposal (RFP) dated June 2 2022, for RFP NO. 202262936, 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 Conflict of Interest**City and County of
Denver Denver
International Airport
(Please use this form)**

If no conflict of interest exists in accordance with III-25, please sign affirmation statement.

The undersign affirms that _____ (Proposer) does not currently have existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, that might create a conflict of interest if this contract is awarded to Proposer.

Signature _____

Title _____

Print Name _____

Date _____

If disclosure of potential conflict(s) of interest is required in accordance with III-25, please use the following space to provide information. If Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it or others could take to mitigate the conflict. If additional space is needed, please attach additional pages.

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Attachment 1, Part 5 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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	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 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									
					-				

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 ►	Date ►

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.*

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: ContractAdminInvoices@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 [select: "per location" or "policy"] aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
2. Business Automobile Liability:
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance:
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Professional Liability (Errors and Omissions) Insurance:
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement. [AMEND TO REQUIRE PROJECT SPECIFIC COVERAGE IF PERTINENT BASED ON SCOPE OF WORK.]
5. Cyber Insurance: [REMOVE IF NOT PERTINENT PER SCOPE OF WORK.]
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
6. Technology Errors and Omissions: [REMOVE IF NOT PERTINENT PER SCOPE OF WORK.]
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
7. Excess/Umbrella Liability:
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. 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 is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)
[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further,

dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

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

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

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 integrated project management support services; and

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

WHEREAS, Consultant’s proposal was selected for award of the Integrated Project Management Support Services-Facilities 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 Airport Infrastructure Management 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**"). The Term of this Agreement may be extended for up to

two (2) one (1)-year options to extend, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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 **Forty Million Dollars and Zero Cents (\$40,000,000.00)** ("**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 Small Business Enterprise (“**SBE**”) participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is SBE-Defined Procurement Pool in which the SBE must provide a commercially useful function by self-performing at least thirty-five percent (35%).

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 Director 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]

SAMPLE

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 D

PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS



AIM DEVELOPMENT

Integrated Project Management Support Services

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. Denver International Airport also consists of Runways, Taxiways, Roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains professional services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these services may include but are not limited to programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various systems additions, improvements and modifications at Denver International Airport.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 The term "Task Order" when used in this Agreement means all the work associated with managing the request for proposal preparation; preparation of design and construction documents, plans, specifications and estimates; and construction administration for all professional services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.
- 1.2.4 Should there be any conflict between this exhibit and the Scope of Work (Exhibit A), Exhibit A shall take precedence.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria,



AIM DEVELOPMENT

Integrated Project Management Support Services

Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

- 2.1.2 Specific task scopes of work are referenced in Exhibit A, which will be issued with a Task Order Request for Proposals.

2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (PS-02) for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal are not guaranteed to result in an executed Task Order.
- 2.2.2 The Consultant shall provide a fee proposal that includes the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all sub-consultants.
 - 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
 - 2.2.2.3 A schedule identifying all phases of scope of work.
 - 2.2.2.4 Identification of a time and materials, not to exceed fee.
Fees for proposal preparation will not be reimbursed.

2.3 TASK ORDER REQUEST FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. 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 project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.



AIM DEVELOPMENT

Integrated Project Management Support Services

2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.

2.6 COOPERATION

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

3 MISCELLANEOUS REQUIREMENTS

3.1 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 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 sub-consultant 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.



AIM DEVELOPMENT

Integrated Project Management Support Services

- 4.1.3 As provided in the contract, Article III, 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 while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by 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 Notice to Proceed. The Consultant 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, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 5.1.2 Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of AIM Development or the designated DEN representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

5.2 ADDITIONAL SERVICES

- 5.2.1 Changes to the scope of work initiated by the SVP of AIM Development or the designated DEN representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 5.2.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:



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Integrated Project Management Support Services

- 5.2.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- 5.2.2.2 A completed Task Order Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
- 5.2.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.2.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization (see Form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

5.3 TASK ORDER CLOSEOUT

- 5.3.1 Task Order Closeout Initiation: Task Order Closeout will not begin without written approval from the SVP of AIM Development or the designated DEN representative.
- 5.3.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see written form PS-26) and Final Statement of Accounting (see form CM-93).
- 5.3.3 Task Order Final Payment: Final Payment to the Consultant will not be released until all above information is complete and the Final Lien Release - Professional Services (see form PS-09) is submitted.

6 REFERENCED FORMS

Form #	Name
PS-F	Fee Proposal Spreadsheet
PS-02	Task Order Request for Proposal
PS-05	Request for Proposal for Additional Services
PS-06	Additional Services Authorization (for Design)
PS-09	Final Lien Release – Professional Services
PS-26	Professional Services Affidavit of Completion Letter
CM-93	Final Statement of Accounting

END OF EXHIBIT



EXHIBIT E

PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL

Revised: May 2022



AIM DEVELOPMENT

Integrated Project Management Support Services

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 one Task Order per Invoice. Invoices for each project shall be combined into a single monthly invoice package with overall % complete of approved fee indicated on an invoice summary table. The acceptable format for this invoice package is a hyperlinked pdf file for easy navigation.
- 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 PROGRESS PAYMENT MEASUREMENT

- 2.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 2.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor and vehicle-hours expended for the period invoiced to perform a Task Order. Each invoice shall contain a table of costs and hours by employee, which shows actuals, projected (or proposed), % complete of projected (or proposed) and percentage remaining.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects on a time and materials basis, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.



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- 3.2 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.
- 3.3 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 3.4 A DEN representative will review the invoices and notify the Consultant if s/he disagrees with the invoiced progress. The Consultant and DEN representative will meet within fourteen (14) days after receipt of the invoice to discuss the disagreement. The DEN representative shall have the authority to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.5 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 3.5.1 A current Certificate of insurance providing levels of protection required per Prime Agreement.
 - 3.5.2 Signed subconsultant agreement(s)
 - 3.5.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 3.5.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 3.5.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations and electronic copy of the employee's signature.
- 3.6 Monthly Invoice Narrative: The Monthly Invoice must contain a project narrative describing the work completed during the period of work represented by the invoiced hours and costs. Failure to submit the Monthly Invoice narrative (or any requirement in this Exhibit) may be cause for rejection of the invoice until requirements are fulfilled.
- 3.7 Final Close Out Invoice: Submission of a Final Close Out Invoice indicates Consultant agreement that, in consideration of payments made for authorized changes, the Consultant shall release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Consultant, its subconsultants, suppliers, or 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 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 representative.



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4 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

5 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD

- 5.1 All allowable general and administrative overhead expenses (indirect costs) 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.
- 5.2 Indirect costs are the general and 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:
- 5.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 5.2.2 Supplies&Equipment:Office, drafting, engineering copying, postage, freight, surveying, vehicles, computer drafting and drafting and graphics, computers, software.
 - 5.2.3 Maintenance and Repair: Office equipment, survey & testing equipment.
 - 5.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 5.2.5 Taxes: Personal property, state & local taxes, real estate (state & federal income taxes excluded).
 - 5.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 5.2.7 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.
 - 5.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for proposal including personnel costs and costs for office supplies.
 - 5.2.9 Other Indirect Costs: Training, technical seminars, library, financial and legal costs, employment fees and recruiting costs.
- 5.3 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 and social functions, state and federal income taxes, fines and 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.



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6 EXPENSES

- 6.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 6.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 6.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Senior Vice President or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 6.4 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Senior Vice President 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 Senior Vice President 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.
- 6.5 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 6.6 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 Senior Vice President or his/her designee.
- 6.7 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 Senior Vice President or his/her designee.
- 6.8 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 6.9 Project Field Office and Equipment: Includes utilities, rent, communications systems, furniture, fixed equipment. All expenditures for this category must be pre-approved by the DEN Senior Vice President or his/her designee before costs are incurred or submitted for reimbursement.



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- 6.11 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage freight, field vehicles, computer drafting and graphics, computers, all software/license fees.
- 6.12 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).
- 6.13 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 change 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.

7 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 7.1 DEN Project Manager Discretion
 - 7.1.1 All requirements in this section may be modified by the AIM Senior Vice President or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 7.2 Prior to Commencement of Work - Submittals Required
 - 7.2.1 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
 - 7.2.2 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.
- 7.3 Monthly Submittals
 - 7.3.1 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 7.4 Submittals Required - After Task Order Request for Proposal
 - 7.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal.
 - 7.4.2 Project Management Proposal inclusive of work schedule, costs, staffing and other additional requirements as defined by the AIM Development Senior Vice President or his/her designee.
 - 7.4.3 Refer to other Exhibits of this Agreement for additional requirements.

**AIM DEVELOPMENT**Integrated Project Management Support Services

8 REFERENCED FORMS

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

END OF EXHIBIT

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.

Denver International Airport

Integrated Project Management Support Services (IPMSS) - Facilities

RFP No.202262936

July 12, 2022



J.A. Watts, Inc.
Contract No. 202262936-00

Our Team

LS Gallegos & Associates, Inc.
Shrewsberry & Associates, LLC
V-I Consulting, LLC
Sofola & Associates, Inc.
WSP USA

Iron Horse Architects, Inc.
Foster CM Group, Inc.
Sunland Group, Inc.
Civil Technology, Inc.

July 12, 2022

Ms. Diane Folken
Contract Administrator
Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, CO 80249-6340

J.A. Watts, Inc.
18300 E. 71st Avenue
Suite 140
Denver, CO 80249
Phone: 312.997.3720
Fax: 312.997.3726

RE: Request for Proposals #202262936; Integrated Project Management Support Services (IPMSS)—Facilities

Dear Ms. Folken,

J.A. Watts, Inc. (JWI) is honored to submit the following proposal for the Denver International Airport (DEN) Integrated Project Management Support Services (IPMSS)—Facilities contract. We're grateful to have served alongside the DEN Airport Infrastructure Management (AIM) Team since 2017. Working together, as an integrated team with AIM leaders to navigate through challenges of the global pandemic, we've been able to deliver projects that have and will help accommodate the astounding growth in passengers that made DEN the third busiest airport in the world. Congratulations on that exciting accomplishment!

We understand that passenger growth is forecasted to continue, and that the initiatives set forth by the Vision 100 Strategic Plan indicate there is much more work to be done. We're ready for this challenge. JWI is proud of the diverse team we have assembled to continue our collaborative partnership with DEN and to deliver on these projects.

The JWI Team is comprised of the following firms:

Prime Consultant:	<i>J.A. Watts, Inc.</i>	
Subconsultant Partners:	<i>LS Gallegos & Associates, Inc.</i>	Iron Horse Architects, Inc.
	<i>Shrewsberry & Associates, LLC</i>	Foster CM Group, Inc.
	<i>V-1 Consulting, LLC</i>	Sofola & Associates, Inc.
	<i>Sunland Group, Inc.</i>	Civil Technology, Inc.
	<i>WSP USA</i>	

Every team member from our current PMSS contract (italicized above), as well as four new MWBE Subconsultant Partners, have joined forces with us to pursue this amazing opportunity at DEN. The institutional knowledge, international experience, and fresh perspective of new firms allow the JWI Team to remain uniquely qualified to lead and deliver the IPMSS—Facilities contract for the following reasons:



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
RFP No.202262936
J.A. Watts, Inc.

OUR EXPERIENCE is Second to None. The JWI Team provides a distinctively experienced team comprised of ten firms, nine of which are MWBEs. Combined, we have decades of experience at DEN and our team is currently successfully leading dozens of projects for AIM. Our experience at DEN has provided us with lessons learned on how we can further develop and refine our approach in all of our projects. Preserving that continuity by selecting the JWI Team will allow DEN to continue to execute current and new projects in all phases of development without costly lost time due to transition. From day one, we will be able to implement ideas to take what we have previously built together with DEN to the next level. ***JWI and our Subconsultant Partners commit to the availability of the Key Personnel identified in Section 4 of this proposal to perform the work for the duration of the contract term.***

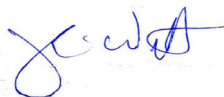
OUR DIVERSITY Makes Us Stronger. The JWI Team is unified by our responsibility to engage with, grow and support the MWBE community. We are excited to implement the comprehensive Equity, Diversity, and Inclusion Plan presented in Section 2 of this proposal with a strong conviction for its cause and the anticipated impact it will have on the community. Equity, Diversity, and Inclusion isn't just a nice idea to us. We live, breathe, and exemplify these qualities in all that we do, through our trusted partners and embedded in our future plans.

OUR TEAMWORK Drives Collaboration. Collaboration and communication will be the hallmark of the JWI Team, both among our staff and integrated with DEN. We will drive consistency in communication to ensure continuity in teamwork, as we successfully deliver projects together with the DEN AIM Team. JWI will draw upon the experience of our existing DEN PMSS team members to efficiently and strategically adjust to dynamic project requirements and the evolving needs of DEN stakeholders. We know DEN. There will be no learning curve for the JWI Team.

We are proud of our partnership with DEN and what we have endured and accomplished together over the last several years and are excited to take on future opportunities and challenges together. Our relationships with the AIM Leadership team are stronger than ever, which has allowed us to collectively implement significant process changes during the global pandemic. This collaboration and teamwork can only happen when there is mutual respect, shared goals, and similar values. We are confident JWI will continue to be a trusted and integrated partner with DEN, as we have proven that commitment during these unprecedented times.

For these reasons, the JWI Team is excited to continue this journey together with DEN, and we thank you in advance for your consideration of our proposal.

Sincerely,



Julie Watts
President





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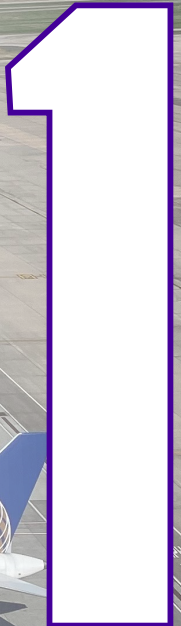
"JWI is proud to have partnered with DEN and added value through our people and expertise during these unprecedented times. That adversity demanded a very collaborative and integrated approach with DEN, which continues as we look at ways to increase our cost-effectiveness by streamlining reporting, staffing, and onboarding."



Julie Watts
President
JWI



Cost Effectiveness





1 Cost Effectiveness

JWI and our Subconsultant Partners (“the JWI Team”) are a group of experienced aviation project management professionals with diverse backgrounds in multiple specialties who will provide the best service, customized flexibility, and value possible to DEN.



The DEN experience of the JWI Team matters to our cost effectiveness, as it drives efficiencies and allows DEN to immediately assign projects and tasks to DEN-trained professionals.

Additionally, with the national and international reach of JWI and our Subconsultant Partners, the JWI Team will be able to be an industry resource to DEN, as well as bring in targeted skills and subject matter experts from all over the country, as needed on projects.

The JWI Team has established a formal team-based approach to bring together our collective resources to increase our bench strength and be proactive in recruiting and training, ensuring our team maintains continuity in key positions.

JWI developed a cost-loaded utilization report of the current PMSS team members that is reviewed with the DEN AIM Directors and Supervisors. JWI also reviews current and future task order needs monthly among our JWI Team. Tracking both the current utilization as well as future task order needs provides the data necessary for the IPMSS Principal to know the availability of current team members when reviewing AIM Request for Proposals. This allows for optimizing staffing levels, as new team members are only added when existing team members are forecasted to be fully utilized.

Teamwork and coordination within our JWI Team are invaluable components of JWI’s philosophy on cost-effectiveness and efficiency. The JWI Team understands the importance of maintaining resources of qualified trained professionals with experience working at DEN. Training new staff on DEN’s systems and processes can take several weeks to develop an appropriate level of proficiency. As our team worked with AIM on transitioning the contract delivery to the new integrated task-order-based process, we recognized that there is an opportunity to add efficiencies in onboarding new team members and companies (explained further in *Section 4: Proposed Work Plan & Approach*).

Our team-based approach will maximize productivity, provide cost savings, and increase DEN’s experienced PM resources.

We will collaborate with DEN to identify opportunities in our staff plan and proposals to integrate a Support PM (PM Level II) with a Lead PM (PM Level III/IV). The Lead PM will maintain management and oversight of the project ensuring scope, schedule, and budget goals are maintained. The Support PM will complete the day-to-day project tasks while gaining the experience needed to be proficient with DEN systems and processes. This approach also reduces the Lead PM’s hours and costs for a project allowing these hours to be leveraged on other projects while creating a resource pipeline for DEN-experienced staff (see example below).

Position	Jul	Aug	Sep	Total Hrs.	Rate	Total
PM	160	160	160	480	\$150	\$72,000

Position	Jul	Aug	Sep	Total Hrs.	Rate	Total
Lead PM	40	40	40	120	\$150	\$18,000
Support PM	160	160	160	480	\$100	\$48,000
Total	200	200	200	600		\$66,000





1 Cost Effectiveness (cont.)

As the prime firm, JWI is responsible for the entirety and quality of the work our team delivers. The JWI Team meets monthly to review the utilization report, project performance, and discuss any challenges that need to be reviewed by the team. This regular communication allows for a transparent and open conversation among the JWI Team.



Additionally, the IPMSS Principal will meet with each PM monthly (or more frequently, if required) to review project performance (schedule/budget), discuss risks and mitigation strategies, stakeholder communication, and process improvement to ensure project success. As requested by this contract, PMs will be audited quarterly to focus on project deliverables and performance improvement from quarter to quarter.

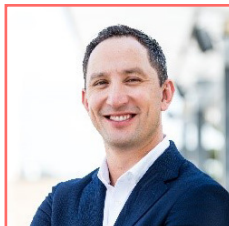
JWI leverages technology such as Procore, Primavera, and SharePoint to gain project efficiencies across the country. At DEN, we specifically use Microsoft Office suite, primarily Excel, and Power BI to tabulate proposal data and track task progress and budget. The information is easily shared and transferable between DEN and JWI and can be provided as requested, to be further analyzed as DEN requires.

The JWI Team is able to minimize changes because we engage Project Management Office (PMO) staff, and Technical Programs & Services (TPS) Subject Matter Experts early on when developing and refining scope, schedules, and budgets. Continued coordination with these groups is instrumental to ensuring potential risks to the project schedule and budget are identified early and mitigation plans are developed. The JWI Team's knowledge of DEN contracts, specifications, and General Conditions allows us to pre-empt changes and address them during the design and bidding process. If changes are unforeseen and unavoidable, our team is thorough and vigilant in making sure the proper documentation is provided by the contractors or consultants to quickly process any and all changes.



By selecting the JWI Team and preserving this continuity, DEN can continue to execute current and new projects in all phases of development without costly lost time due to transition.

"I'd like to extend our gratitude and appreciation to the entire JWI Team for the continued trust and partnership that you've shown in V-1. Your team's knowledge of DEN and the industry has been greatly beneficial in our onboarding process and helped paved the way for V-1's success."



Abel Garcia
President
V-1 Consulting, LLC



MWBE EDI Plan

Equity, Diversity, & Inclusion

2



J.A. Watts, Inc.
Contract No. 202202936-00



2 MWBE Equity, Diversity, & Inclusion Plan

A. Key Personnel

B2Gnow (Small Business Certification & Contract Mgmt System)

Crystal Carter; Contract Manager
ccarter@jwincorporated.com | 312-997-3720

Project Leader

Kastriot (Joti) Baruni; Principal
kbaruni@jwincorporated.com | 630-464-0847

Controller

Marlen Tapia; Controller
mtapia@jwincorporated.com | 312-997-3720

Superintendent

Not Applicable

Outreach/Community Engagement

Lorie Moghaddam, Managing Director—West Region
lmoghaddam@jwincorporated.com | 720-377-6035

Executive Sponsor for JWI Diversity & Inclusion Action Council

Amy Weaver; Sr. Vice President of Aviation
aweaver@jwincorporated.com | 404-805-7736

Diversity Consultant to JWI

Pope Consulting www.popeconsulting.com
Pam Rincones; pam@popeconsulting.com | 616-550-6643
Merlin Pope; merlin@popeconsulting.com | 513-939-9531

B. MWBE Utilization Strategies

As a woman-owned company, J.A. Watts, Inc. (JWI) understands what it means to be an underutilized and disadvantaged business. We have participated in, benefited from, and worked to promote MWBE programs for many years. As the prime consultant on the current PMSS contract, we have been able to grow as individuals and as a team during our time at DEN, and we are excited and honored to help other MWBE businesses do the same.



In fact, we believe it is OUR responsibility.

On the current PMSS contract, 92% of the total number of people on our team (as of July 2022) work for MWBE companies.

That did not happen by chance, it was intentional from the very start of forming our team and was one of the distinguishing characteristics of our initial proposal. Throughout our contract, we have also sought to increase our MWBE partnerships and had the opportunity to work with, mentor, and champion a new MBE start-up, V-1 Consulting, Inc. Since its inception in 2019, V-1 Consulting has thrived at DEN and throughout the US, growing from 2 to 15 employees.

JWI is grateful for the flexibility of our contract with DEN, as it continues to allow us to foster and develop new MWBE opportunities at the airport by bringing on new and important subconsultants, like V-1 Consulting.













2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

B. MWBE Utilization Strategies (cont.)

Looking towards the future, JWI has assembled an IPMSS team that preserves the continuity of our established and successful partners while adding four proven and respected MWBE firms to our proposed team—one of which is new to DEN. Foster CM Group, Inc. is based in San Antonio, TX, and has extensive airport project management experience, which is further described later in this section. We are excited to partner with, guide and mentor the Foster CM Group on how they can expand into meaningful roles and be successful at DEN all while bringing more opportunity to the local Denver community.

The following firms comprise the JWI Team:

<div></div> <div>MWBE</div>	<div></div> <div>MWBE, SBE, DBE</div>	<div></div> <div>MWBE</div>	
<div></div> <div>MWBE, SBE, DBE</div>	<div></div> <div>MWBE, DBE</div>	<div></div> <div>MWBE, SBE, DBE</div>	<div></div> <div>MWBE, SBE</div>
<div></div>	<div></div> <div>MWBE, SBE, DBE</div>	<div></div> <div>MWBE, SBE, DBE</div>	

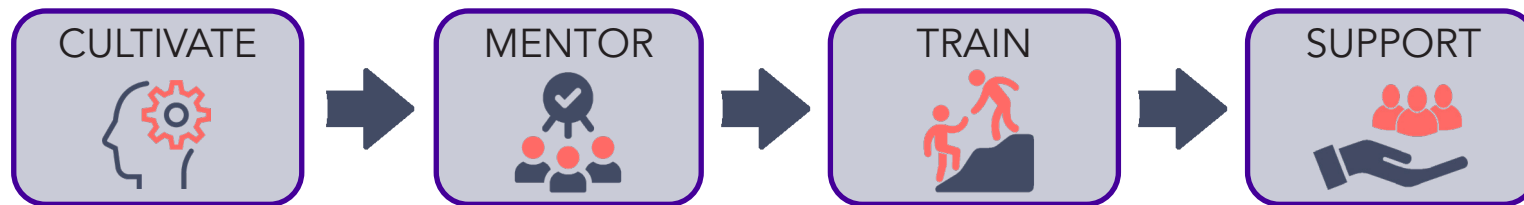
JWI is proud to propose this robust and diverse team. These firms combined with the international horsepower of WSP equips the JWI Team with an incredible bench-strength of qualified MWBE resources, which will be needed to do our part to ensure VISION 100 is achieved.



2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

C. Technical Assistance & Support Services

Moving the next generation of small businesses forward is a responsibility the JWI Team is proud to continue. Our experience at DEN has provided us with lessons learned on how we can further develop and refine our approach in this area. Our strategic approach ensures the next generation of MWBEs thrive at DEN and includes four stages. It begins with cultivating the new business, either as a start-up or a business new to DEN and progresses to providing ongoing future support. This approach is detailed below:



Support and lead efforts to increase the number of MWBEs and small businesses in the Denver area. The JWI Team understands that growing the number of next generation small businesses will be necessary to support the massive growth of the area and airport. The Business Development Training Academy (BDTA) is an exciting initiative that will play a vital role in growing new small businesses by providing training and expertise on how to conduct business at the airport.



Lorie Moghaddam, JWI's Managing Director of the West Region, is currently engaged in developing the curriculum for the BDTA. As it evolves, the JWI Team will continue to support and find ways to be active participants in BDTA. We will also work with and support other efforts of DEN Commerce Hub and the Division of Small Business Opportunity (DSBO) to identify meaningful ways the JWI Team can cultivate new MWBE companies. Collaborating with industry organizations like American Council of Engineering Companies (ACEC), Women Transportation Seminar (WTS), Airport Minority Advisory Council (AMAC), Hispanic Contractors of Colorado (HCC), Conference of Minority Transportation Officials (COMTO), Construction Management Association of America (CMAA), and others on their initiatives to support the growth of new small businesses will provide our team with the opportunity to have a broad impact.



2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

Coach, champion, and guide start-up small businesses and established businesses growing into the Denver area alike on how to be successful at navigating DEN and successfully delivering projects from fee proposal to final payment.



JWI had the opportunity to mentor a new MBE, V-1 Consulting, Inc., during our current PMSS contract. We provided guidance in developing cost proposals/fees, establishing their overhead multiplier, and connecting them with the appropriate people at DEN to further support their journey. JWI meets with V-1 Consulting, Inc. on a bi-weekly basis, which fosters our already great working relationship with them. V-1 Consulting, Inc. is now an integral part of our team going forward and we collaborate on ways that we can partner together on other opportunities at DEN and across the country.

Throughout our existing contract, JWI is proud that our unified team of MWBE firms created an environment to support more MWBEs to join in our IPMSS pursuit, like Foster CM Group, Inc. For more than 27 years, Foster CM Group has been involved in managing terminal expansions, runway/taxiway expansions, parking expansions, FAA anti-noise programs, and improvements to concessions programs. Recently, Foster CM Group has served as part of the Program Management/Construction Management team providing service for the Dallas/Ft. Worth International Airport, Airport Development and Engineering Department (ADE). Foster CM Group provides robust experience and a valuable perspective on integrated project delivery, as they look to expand their geographic footprint to the Denver area. Although the Foster CM Group knows how to deliver projects, JWI will commit to mentoring them on how to conduct business at DEN, as well as help them grow meaningful roles.

Provide process, systems, and procedure training to ensure the new small business gets off on the right foot to allow a greater chance for success.



As our team worked with AIM on transitioning the contract delivery from staffed base services to the new integrated task-order-based process, we recognized that there is an opportunity to add efficiencies when onboarding new team members and companies. The software and system requirements, as well as the number of stakeholder groups involved with delivering projects, take time to navigate and understand to become efficient. To expedite this learning curve, the JWI Team is committed to developing a comprehensive onboarding program that integrates any new IPMSS employee with the JWI Team and DEN procedures. This program is defined in *Section 4: Proposed Work Plan & Approach* of this proposal.

Engage in regular meetings to foster the working relationship with the new small business and assess progress to identify any areas that JWI could provide support.



Areas of additional assistance may include specific mentoring sessions to develop software acumen, ensuring DSBO program/procedure compliance, invoicing, recruitment, open positions, etc. In these meetings, we can work together to increase meaningful roles and the number of positions, as well as collaborate on other potential projects at DEN and beyond.



2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

D. Procurement Process

The City and County of Denver and DEN's intention to give certified small businesses every opportunity to be successful at the airport is a commitment that begins with the procurement process. Since 2017, JWI has led the procurement of contractors and managed construction on several types of projects. With diligent adherence to the DEN procurement procedures detailed in the Yellow Book, we have seen the intended benefits come to fruition as new qualified contractors are winning opportunities, which ultimately helps control project costs as the number of competitors increase.

With the extensive amount of current and future development at DEN, increasing the number of experienced MWBEs will be critical to delivering the facility requirements needed to accommodate 100 million annual passengers. Increasing the pool of qualified MWBE bidders is vital in all tiers of subconsultants and subcontractors. The JWI Team will advance this goal during the procurement process by closely reviewing the EDI Plans of contractors to ensure all DSBO requirements are adhered to during all phases of the project.

E. Communication and Vendor Management

Regular and intentional communication will lead to successful execution of this MWBE EDI Plan. The JWI Team will establish and conduct the meetings listed in this chart to ensure alignment and our continued successful integration at DEN.

This comprehensive and intentional meeting schedule is meant to be flexible and can be modified and added to as the needs arise. It will ensure that we proactively support and guide all IPMSS team members, any issues are resolved proactively, and that there is always a venue to discuss innovative ideas and opportunities to improve to be the best partner possible to DEN.

Meeting	Attendees	Frequency	Purpose
Team Member Meeting	IPMSS Principal and Project Managers	Monthly	Individual Project Manager/team member meetings with the IPMSS Principal to ensure their success by discussing project health, safety requirements, training and development, opportunities for growth, and a general check-in.
Principals Meeting	JWI Team Firm Principals	Monthly	The purpose of this meeting is to discuss the implementation of the MWBE EDI Plan, as well as operational agenda items such as open positions, recruitment, onboarding, training, dispute resolution, and invoicing.
Utilization Meeting	IPMSS Principal and AIM Supervisors	Bi-weekly	IPMSS Principal will discuss the utilization runway and available capacity of existing team members and determine when seeking out new candidates is necessary.
AIM/JWI Partnering Session	JWI Leadership and AIM Leadership	Bi-weekly	Regular partnering meetings with AIM Leadership and JWI Leadership to ensure contract health, performance expectations, tight alignment in processes and project delivery, and continuous improvement throughout the term of the contract.
DSBO/JWI Partnering Session	IPMSS Leadership and DSBO Representatives	Quarterly	Quarterly Partnering Session with AIM Stakeholders and DSBO where an implementation audit of the MWBE EDI Plan can be tracked and discussed.



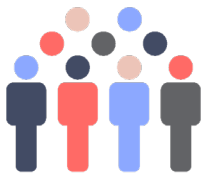
2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

F. Past Performance

A commitment to diversity starts at the top, so to become a more diverse organization we must acknowledge our own unconscious biases and begin initiatives to mitigate those biases. Our goal is to become a leader in the industry and our local communities by embracing a diverse and inclusive workforce. We know that it will take time and dedication, but the JWI Team is committed to doing our part, be that starting a scholarship or achieving more than three times the MWBE goal executing the current PMSS contract. Here are examples of initiatives we established in the past to honor that commitment (and that continue to thrive today):

JWI DIVERSITY & INCLUSION ACTION COUNCIL (DIAC) In response to the increasing hate crimes in our country and the tragic deaths of George Floyd and other people of color in 2020, JWI was, and continues to be, committed to doing our part in the fight for social justice. We know that change happens one step at a time, and our first step was to launch the Diversity & Inclusion Action Council (DIAC). This council of a diverse group of employees led our company through a journey of discovery and a personal road of growth. We established three committees to do our part to effect change:

The Mentorship Committee established a partnership with the Chicago Public Schools program called “Chicago Builds.” Chicago Builds is a two-year construction training program for city-wide high school juniors and seniors who are interested in pursuing a career in construction after graduation.



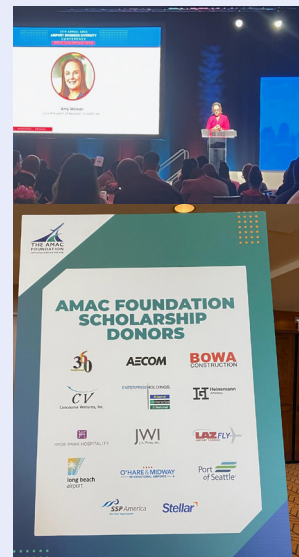
The Family Portrait Committee focuses on external and internal opportunities to promote inclusivity through recruitment with colleges, as well as researching and implementing awareness learning series (i.e., unconscious bias, generational differences, respect).

The Scholarship Committee researched, interviewed experts, developed business cases for, and ultimately established two scholarships to memorialize our ongoing efforts to encourage a more diverse workforce in our industry. We have partnered with the following foundations of two industry-leading organizations to sponsor annual scholarships and are awarding our first scholarships this summer for the 2022-2023 school year:



AMAC Foundation *JWI sponsors a \$5,000 annual scholarship. The J.A. Watts, Inc. Diversity in Aviation Scholarship* is for students of color who are pursuing a career in construction within the aviation industry. Eligible students for this scholarship must be U.S. citizens entering their undergraduate junior, senior, fifth year, or master’s program, pursuing a Bachelor’s or Master’s degree in Construction Management, Engineering, or Architecture.

**We are doing
the work.**



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
RFP No.202262936
J.A. Watts, Inc.



2 MWBE Equity, Diversity, & Inclusion Plan (cont.)



ACEC Research Institute Annual Scholarship *JWI sponsors a \$5,000 annual scholarship. The J.A. Watts, Inc. Diversity in Engineering Scholarship* will award funding to students of color who have been traditionally underrepresented in the field of engineering. Students must be U.S. citizens entering their undergraduate junior, senior, or fifth year, or master's degree program, pursuing a Bachelor's or Master's degree in an ABET-accredited engineering program or in an accredited land-surveying program.

G. Proposer's Culture

JWI believes in treating clients and employees like family, and this belief is the foundation of our culture. JWI's reputation is a product of that culture, our client relationships, and our energetic, diverse, and inclusive workplace. JWI is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. Our Diversity, Equity, and Inclusion Policy is incorporated into our Employee Handbook. From day one every new JWI employee is introduced to our policy and understands how important these values are to our culture and our work environment. Additionally, we have included our commitment to these principles in our corporate Strategic Plan because we're proud of the JWI culture and intentionally work to preserve it.



Just as it was a journey for our President, Julie Watts, to establish and grow JWI to what it is today, it has also been a journey for us to find our voice as a disadvantaged business. As a woman-owned firm, we understand the challenges women face in the construction industry. To create a space for our women to help empower and interact with each other, we started our own women's organization called WINGS in 2019. ***The motto for WINGS sums up our purpose and is Alis Volat Propriis, which is Latin for "She flies with her own wings."*** WINGS offers the women of JWI an opportunity to support one another, be mentors, and provide educational opportunities for each other. We give back to our communities and we also highlight ways to maintain health and wellness, which is so important today.

Alis Volat Propriis



Most recently, our journey in finding our voice as a disadvantaged business came when we started the JWI Diversity & Inclusion Action Council, as detailed above. To further weave this commitment into the fiber of our company and provide the expert advice needed, we enlisted the professional services of **Pope Consulting**, a diversity, equity, and inclusion consulting firm. They interviewed JWI leaders and conducted a company culture assessment to identify areas for improvement. Additionally, they conducted a two-day, in-depth inclusive training program with twenty of our leaders, which was thought-provoking and impactful.





2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

Currently, we are collaborating with **Pope Consulting** on further evolving DIAC and they will conduct training for our DIAC members and others. The knowledge and guidance they have imparted on our efforts have been and continue to be invaluable. JWI will retain them as an ongoing resource available to answer questions and guide us as we implement our MWBE EDI Plan.

H. Future Initiatives

The JWI Team proposes the following initiatives to promote equity, diversity, and inclusion over the next five years:

STAND TOGETHER

The JWI Team believes that we can affect greater change if we stand together. For this reason, we commit to discussing and moving the implementation of this EDI Plan forward during the JWI Team Monthly Principals Meeting. Additionally, as an integrated team, we commit to supporting each other's respective firm's initiatives in Diversity, Inclusion, and Equity whenever possible. **As an example, Shrewsberry & Associates is proud of its commitment to the Denver Public Schools CareerConnect Internship Program since its inception.** They are also actively involved in the engineering program at Denver South High School, assisting the staff in developing their engineering program and providing a much-needed industry partnership. During our monthly meetings, our team can identify ways that we can support Shrewsberry in this effort to help broaden that program's impact. From Junior Achievement to national scholarships and action councils, our team will combine our individual firm efforts to make a bigger impact throughout the City and County of Denver, the state of Colorado, and across our industry.

BREADTH OF RECRUITMENT

Our diversity makes us stronger, and our firms' unique approaches to recruitment allow for a wider breadth and depth of potential candidates. The JWI Team has been successful when it comes to recruiting diverse candidates, but we would like to further leverage our relationships and involvement in organizations representing our underutilized populations. From networking in our member organizations like **Hispanic Contractors of Colorado (HCC)**, **Airport Minority Advisory Council (AMAC)**, and **Women Transportation Seminar (WTS)**, to hosting panel discussions and participating in committees working to attract minorities to the construction industry, the JWI Team will combine our different recruitment approaches and industry resources to enhance the diversity of our candidate pool. Additionally, our local presence combined with our national reach will also allow new talent looking to relocate to Denver to be a part of our outreach.

**The JWI Team's
5 Year Plan:
Promote Equity,
Diversity, &
Inclusion**



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
RFP No.202262936
J.A. Watts, Inc.



2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

CAREER DEVELOPMENT

The JWI Team strongly believes that career development, training, and succession planning for the employees of our MWBE Subconsultant Partners is an intentional ever-present part of the execution of this contract. From how we propose to execute the projects to regular communication with all levels of our team and DEN, we intend to foster and grow our bench from within to create the most talented and diverse team that adds value to DEN's strategic initiatives, like VISION 100.

**Our Value-
Add Vision:
Foster & Grow
Our Team
From Winthin**



To achieve this, we will set the foundation for future growth for our team members with our initial project proposal and setup. JWI will collaborate with our partners to ensure we are proposing the most qualified, diverse, and experienced candidates possible.



Proposing an integrated, team-based approach with a Lead Project Manager (DEN PM III/PM IV) mentoring a Support PM (DEN PM II) provides the most cost-effective, efficient, and productive project execution for DEN. This allows the Lead PM to mentor the Support PM through the project. This includes any necessary on-the-job training and/or recommendation for specific training, as well as ensuring all DEN processes are being adhered to throughout the project's delivery. The Support PM (who also has the lower billable rate) will be able to perform most of the day-to-day management of the project, thus allowing the Lead PM (who has the higher billable rate) to provide oversight in a more cost-effective way for the project and for DEN. (See *Section 1: Cost Effectiveness* for an example).

As the project moves through the various implementation stages, the Support PM will gain invaluable experience that will allow them to eventually progress into the Lead PM role in the future. This approach will create a bench of talented and experienced PMs, which will allow the JWI Team to promote growth from within our MWBE Subconsultant Partners and ensure we continue to develop and support each project manager in their career.



2 MWBE Equity, Diversity, & Inclusion Plan (cont.)

SUMMER INTERNSHIP PROGRAM

The JWI Team proposes to work together with DEN and AIM to create a summer internship program that provides opportunities to minority and women college students who are majoring in architecture, construction management, and engineering. This endeavor will allow students who are interested in our industry to participate in an internship program that will expose them to various stages and phases of airport projects. To develop a meaningful internship program, the JWI team will do the following to make this idea a reality:

Collaborate with AIM to determine the details of the internship program, which could include:



- Determine DEN stakeholders to coordinate implementation
- Determine qualification(s) required for interns, as well as the DEN approval process for each firm's intern
- Identify projects and personnel to be involved
- Develop content for the program, schedule, and requirements for their final deliverable/presentation to DEN

Collaborate with the JWI Team:

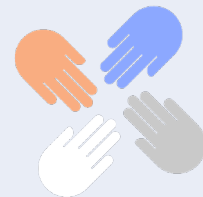


- Coordinate with project managers to develop meaningful scope of work for summer interns
- Determine projects that can incorporate interns and identify others that can support job shadowing
- Talk with Airline partners to develop job shadowing days for the interns
- Identify a mentor for each company's intern
- Develop prep meetings/training for mentors
- Create and incorporate goal sheets, mid-program review, professional development series, and a full review at the end of the program to be completed by the mentor
- Market internship through industry organizations we are members of and at college career fairs

Through close coordination with AIM, the JWI Team will implement the Summer Internship Program in 2023 and every year after. At the conclusion of the program, we will seek feedback from the interns, mentors, and DEN Stakeholders to determine ways we can continuously improve this program (i.e., expand the program to year-round).

The JWI Team is unified by our responsibility to engage with, grow, and support the MWBE community.

As a member of the community, JWI will ensure that the Equity, Diversity, and Inclusion Plan presented in this section will be implemented with a strong conviction for its cause and potential impact.



“Two of the key factors to the successful project delivery for DEN are picking the right team and team integration. This increases the probability of a successful project that will meet your expectations. The JWI Team will bring the benefits of institutional knowledge of your processes, best practices, and integration with your staff enhancing the probability of a successful project.”



Eric Rolle, PE, PMP, DBIA
Principal/VP President
Shrewsberry & Associates, LLC



Understanding the Project

3



3 Understanding the Project

JWI is committed to partnering with DEN and providing staffing and services that will support DEN's processes and meet project goals. The JWI Team understands the various project delivery methods and how to execute them following the DEN Project Life Cycle requirements. We are dedicated to providing qualified staff to deliver successful projects whether it's a Design-Bid-Build, Design-Build, or Construction Manager at Risk (CMR) method.



We implement Project Management Teams, ensuring that projects are appropriately staffed and multiple individuals are familiar with specific project details should the need arise for additional support.

The JWI Team understands that most of our time and services will be utilized during the Design and Construction phases; however, our experience at DEN combined with our understanding of the Define and Closeout phases has equipped our team to easily transfer projects through the various phases.



Specific to project management duties, the responsibility of delivering quality technical services begins with management at the top. **Joti Baruni, the JWI Team's proposed IPMSS Principal, is a Licensed Professional Engineer in both Colorado and Illinois and has provided Construction Manager, Design Manager, Project Manager, and Program Manager services under the existing PMSS contract.** He thoroughly knows the DEN Project Life Cycle execution requirements and will be supporting the PMs through these processes. Our PMSS PMs have, combined, supported more than 150 projects since 2017 and understand the importance of how well-designed plans and detailed specifications can mitigate project risks and control unexpected costs. They have succeeded in these projects by leaning on their experience at DEN, and by following the DEN Project Life Cycle, Design Standards Manuals, and General Conditions (a.k.a. the Yellow Book).

Joti Baruni knows DEN, inside & out.



The JWI Team has repeatedly demonstrated the abilities needed to perform the scope of services outlined in the RFP. Problem-solving is a team effort and engaging the right resources when faced with challenges impacting our projects is invaluable. The JWI Team has experience managing contractors and navigating through municipal agencies to get the job done. Our team has also supported other DEN groups and stakeholders (i.e., PMO, Great Hall, Concourse Expansion, Concessions, Planning) when project management support services were needed. When the need to provide contracting and staffing support for DEN's BHS 5.5 CBRA and Level 3 projects, JWI worked with AIM Leadership and the Great Hall team to facilitate bringing on our MBE sub partner V-1 Consulting to develop a program management team for these critical projects.



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
RFP No.202262936
J.A. Watts, Inc.



3 Understanding the Project (cont.)

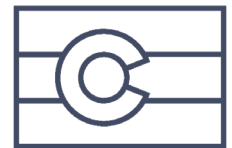
Joti will regularly engage our team of PMs to ensure services are provided to the expectations of DEN AIM Leadership. Joti's experience will help identify project or performance issues early through communication and engagement, allowing for the development of action plans and strategies to mitigate issues and avoid negative impacts to project performance, and ensure successful delivery.

JWI will continue to be a trusted and integrated partner with DEN, as we have proven that commitment, especially during these unprecedented times. As the Prime consultant on the current PMSS contract, JWI worked alongside the AIM Leadership to mitigate unforeseen circumstances during COVID-19 and the need to reduce the PMSS workforce. JWI also worked with DEN to shift to Task Based Services mid-contract, providing proposals for all existing and new projects and completely transforming our invoicing process. JWI developed a utilization tracker/forecast report and implemented monthly Utilization Meetings with the DEN AIM Directors and Supervisors to ensure project hours and performance are reviewed based upon the approved not-to-exceed hours. Any necessary changes identified in those meetings are caught early, which allows prompt mitigation coordination with the PMs and DEN.



The JWI Team approach not only provides PM coverage for AIM projects during the various Project Life Cycle phases but also leverages the strengths of multiple individuals in delivering our services.

Throughout the past six years, our PMs have developed relationships with various DEN groups, stakeholders, airline clients, agencies, and other consultants. This experience and institutional knowledge will allow the JWI Team to continue with our current momentum, engage our expanded team immediately, and work with DEN AIM to implement changes that streamline project delivery and reporting.



“Working with JWI as a sub-consultant on JWI’s PMSS Contract at DEN over the duration of its contract has been an honor and privilege from day one. JWI’s effective and efficient approach to planning for and providing staffing for assignments has been inclusive of all JWI’s subconsultants. Joti Baruni’s leadership style and responsiveness to DEN needs, as JWI’s on-site Principal, has significantly contributed to the successful delivery of Project Management Support Services for all of DEN’s Facilities and Infrastructure Projects. It is apparent that the JWI Team is knowledgeable and experienced at leading project management services teams for complex international airport projects.”



Larry Gallegos
President
LS Gallegos &
Associates, Inc.



Proposed Work Plan & Approach

4



4 Proposed Work Plan & Approach

Since 2017, JWI's PMSS Team has partnered with the DEN Airport Infrastructure Management (AIM) Team to manage DEN's Facilities and Infrastructure projects. The current JWI Team of Project Managers, Contract Administrators, Commissioning Managers, Engineers, and Architects is not simply staff augmentation to the DEN AIM Team, but serves as integrated partners, developing the relationships and institutional knowledge needed to meet project goals. The JWI Team's Key Personnel currently implement the Scope of Work on a daily basis and have a command on the DEN project workflow and Project Life Cycle. However, there are continuous improvements and lessons learned that the JWI Team will implement to make our work plan and approach on executing the IPMSS--Facilities contract even more effective.



The IPMSS Facilities JWI Team is focused on aligning with DEN's Vision 100 strategic plan. By following the project workflow within the DEN Project Life Cycle, we can ensure that alternatives are considered while maintaining the schedule and scope within the defined budget.

IPMSS PROJECT EXECUTION

JWI's approach to meeting our commitment to DEN and meeting project goals begins with the key leadership assigned to managing the JWI Team. Joti Baruni will be our JWI IPMSS Facilities Principal and will serve as your primary contact between DEN and the JWI Team.

Our organizational approach to performing the Scope of Work and completing the work on schedule begins with the receipt of the RFP. The JWI Team's expertise begins with the RFP evaluation and the pre-proposal meeting. The pre-proposal meeting allows Lead PM and the Principal to review with AIM leadership the project scope, schedule, and budget, identifying potential project challenges and risks to mitigate early on based on our knowledge of the construction industry and experience at DEN. During the pre-proposal meeting, key stakeholders and other project entities are identified to inform what other additional resources (i.e., Schedulers, Estimators, Subject Matter Experts) are needed to ensure the project schedule and budget are maintained.

Upon receipt of an NTP from AIM, the JWI Team PM establishes the project financially and administratively with the DEN Project Management Office (PMO), DEN Finance and if applicable, the project sponsor. Setting up the project within DEN's systems ensures financial and schedule tracking reporting is in place for communication with DEN AIM Leadership and project stakeholders.

The IPMSS Principal will review every project with the Lead PM on a monthly basis to review any potential risks and mitigation options which will be communicated to DEN AIM Leadership. The Lead PM will schedule a weekly Owner, Architect, and Contractor (OAC) meeting to review the schedule and budget and ensure that the project is being built safely and as designed. The OAC will include coordination with other entities, such as permit agencies, clients, and stakeholders as required.





4 Proposed Work Plan & Approach (cont.)

IPMSS FACILITIES PRINCIPAL

Joti has been an integral member of the current DEN PMSS team since 2017 and was promoted to JWI's Principal for the PMSS contract in 2021. Joti's experience with all phases of the DEN Project Lifecycle will be a key component in ensuring quality and accountability amongst the IPMSS staff. His familiarity with the DEN AIM organization will facilitate collaboration and transparent open lines of communication.

TRANSITION TO TASK-ORDER SERVICES

In 2021, JWI partnered with the DEN AIM Leadership to take on the extraordinary effort of transitioning from staff-based services to task-order services, in which each project is now a separate task with a separate purchase order. In partnership with DEN AIM Leadership, Joti led the JWI Team in the coordination, implementation, and collaboration with DEN to make the necessary revisions to align with DEN's task-order services model. This process is now the basis for executing the IPMSS—Facilities contract. Additionally, JWI developed internal processes and the project proposal templates are now utilized to respond to the DEN AIM Task Order Request for Proposals (RFPs).

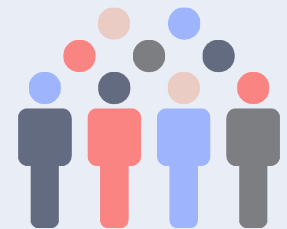
The JWI Team was also tasked with developing (in only a matter of weeks) over forty proposals for all existing AIM projects submitted for purchase order issuance. JWI revised the monthly invoice format to meet the new DEN submittal process and will continue to streamline the process described below with our Subconsultant Partners.



Each month, JWI sends out a reminder to our Subconsultant Partners to submit their invoices the week following the monthly cut-off date. Once the subconsultants submit their invoices and data, JWI breaks out each invoice by purchase order number and updates coversheets with hours and vehicle expenses (where applicable) for each project. This is executed by using a combined pivot table created from individual raw data excel reports submitted by the subconsultants. JWI then compiles this information into one PDF invoice package for submittal to DEN sorted by purchase order number with bookmarks labeling the Cover Letter, PO Summary Table, Project Names, Staff Timesheet Back-Up, and Monthly Report.

JWI is proud of working alongside DEN AIM Leadership to recreate the approach to executing their support services contract. We look forward to collaborating with DEN AIM Leadership to take our partnership and the processes we have established over the past six years to the next level.

The relationships the current JWI PMSS team has developed with the DEN Stakeholders and key project participants are extremely important to maintaining the collaborative environment the DEN AIM Team has cultivated over the last several years.





4 Proposed Work Plan & Approach (cont.)

PROJECT SOFTWARE/TECHNOLOGY

JWI currently uses a combination of DEN-provided software and custom reporting tools (Unifier, P6, and Microsoft Office Teams) to ensure projects stay on budget and on schedule. The JWI controls team is creating a more comprehensive database and means of tracking PO health and staff utilization against the project schedule. The goal is to have the ability to utilize this data in Power BI for project managers and other key personnel to make more informed decisions related not only to their current projects but to future projects.

ONBOARDING

The JWI Team has developed and will implement a proactive and efficient onboarding process for new IPMSS Facilities staff. The onboarding program spans over two months, with an intense first month, which includes components of PMP training and DEN-specific processes training sessions (i.e., DEN General Conditions-“Yellow Book”). This on-the-job training will continue as the new team member is trained on DEN’s various platforms. Joti will manage the JWI Team onboarding and be the main resource for new IPMSS staff members as they transition onto the DEN AIM Facilities Team, ensuring a consistent level of training for all new IPMSS Facilities team members.

TEAM CONTINUITY

An essential component to meeting our commitment to DEN is our Team. Our Subconsultant Partners are a combination of our current PMSS Team and new Subconsultant Partners. JWI is proud and honored that every partner on our current team is a part of the new IPMSS Facilities JWI Team. We are extremely excited to expand the JWI Team by adding new MWBE firms not only to the JWI Team but to DEN. As noted in our EDI section, JWI and our Subconsultant Partners will establish a monthly JWI Team Principals meeting, which will be comprised of the principal representatives to review our EDI Plan, IPMSS Facilities project performance, and staffing utilization. This level of collaboration provides continuity and consistency in team communication and distribution of work assignments.



Together as ONE,
the JWI Team delivers:
Honesty | Confidence
Integrity | Accountability
Dedication | Tenacity
Discipline | Transparency
And Initiative

DEN’S VISION 100 STRATEGIC OBJECTIVES

Growing Our Infrastructure: A continued focus on DEN’s Capital Improvement Plan to build a facility that can accommodate 100 million annual passengers while also maintaining what we have to upgrade current facilities and systems will require the JWI Team to be dynamic, responsive, and efficient.

Our Team’s history with DEN AIM provides a level of experience and institutional knowledge that is second to none. This experience combined with our dedication to our DEN partners will allow for a smooth transition from the current PMSS contract to the IPMSS Facilities contract.



“After working side by side for the past 5 years, we are excited about the opportunity to be on the JWI Team. We look forward to building a high-quality partnership as we help DEN realize its VISION 100.”



Gina Sofola
President
Sofola & Associates, Inc.



Key Personnel & Ability to Respond

5



J.A. Watts, Inc.
Contract No. 202202936-00

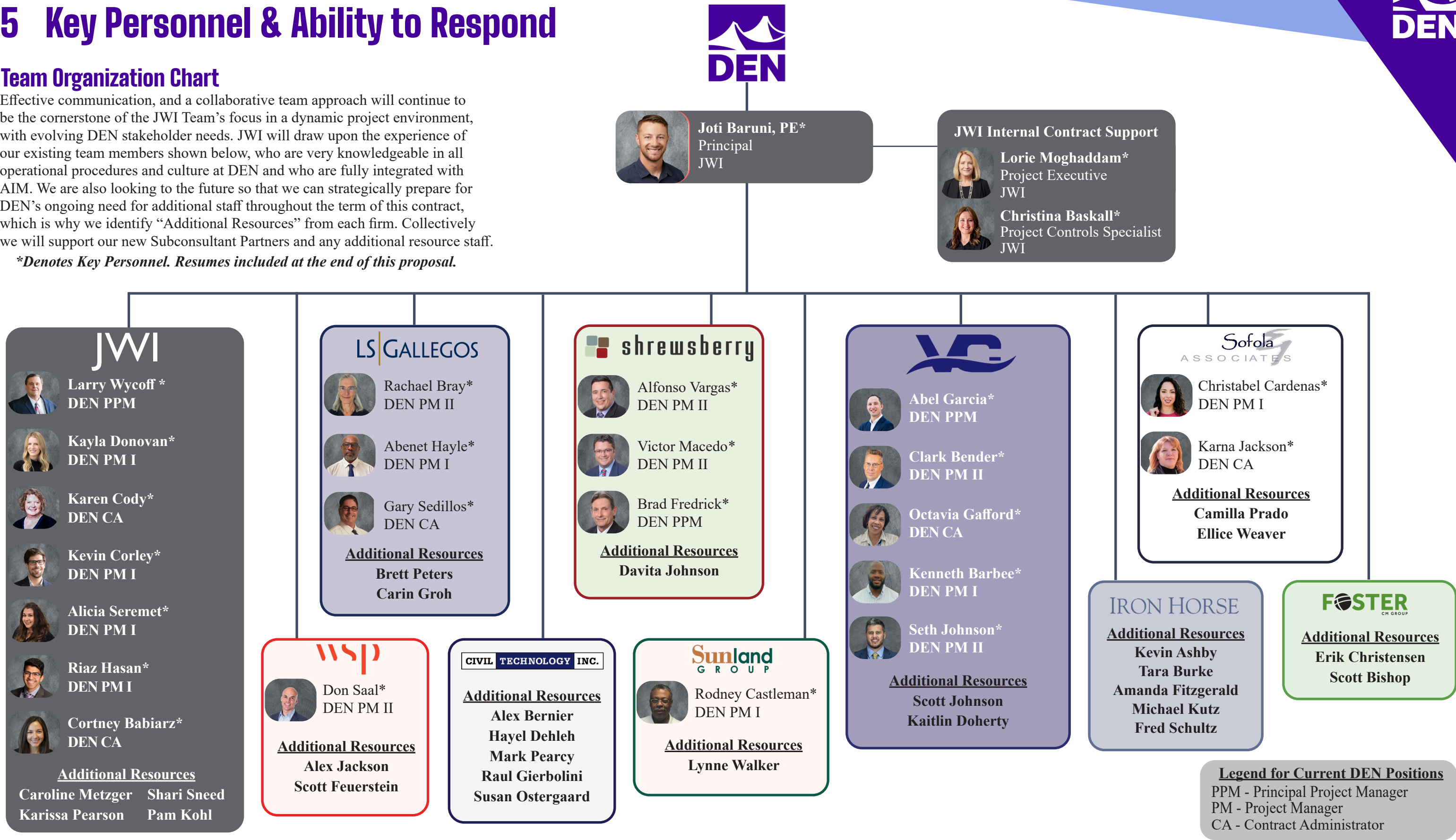


5 Key Personnel & Ability to Respond

Team Organization Chart

Effective communication, and a collaborative team approach will continue to be the cornerstone of the JWI Team’s focus in a dynamic project environment, with evolving DEN stakeholder needs. JWI will draw upon the experience of our existing team members shown below, who are very knowledgeable in all operational procedures and culture at DEN and who are fully integrated with AIM. We are also looking to the future so that we can strategically prepare for DEN’s ongoing need for additional staff throughout the term of this contract, which is why we identify “Additional Resources” from each firm. Collectively we will support our new Subconsultant Partners and any additional resource staff.

**Denotes Key Personnel. Resumes included at the end of this proposal.*



Legend for Current DEN Positions
PPM - Principal Project Manager
PM - Project Manager
CA - Contract Administrator



5 Key Personnel & Ability to Respond (cont.)

J.A. Watts, Inc.
 HQ: Chicago, IL
 Local Denver Office:
 18300 East 71st Ave.
 Suite 140
 Denver, CO 80249

Since 1999, JWI has provided project, program, and construction management at airports around the country. This experience, especially that at DEN, will allow us to continue to successfully execute the IPMSS—Facilities Scope of Work. Our collaborative relationships with DEN, the airlines, and other agency stakeholders will equip us to efficiently and effectively lead the IPMSS—Facilities contract alongside our nine experienced Subconsultant Partners (whose qualifications are detailed in the table below). JWI will work with our Subconsultant Partners on project RFPs to ensure the JWI Team submits highly qualified candidates to DEN AIM Leadership for consideration.

Certs: MWBE, SBE, DBE
 Total Number Employees: 184
 Professional Employees: 116
 Support Employees: 14
 Other Employees: 54
 Employee Location(s): Denver

LS Gallegos & Associates, Inc.
 Local Denver Office:
 116 Inverness Drive
 East, #207
 Englewood, CO 80112

LS Gallegos & Associates, Inc. (LSG) is a Colorado based transportation consultancy successfully providing project management advisory and support services to assist federal, state, and local government entities in the delivery of large and complex design and construction transportation projects nationally. Since its founding in 1988, LSG has provided services to government agencies involved with some of the largest transportation projects in North America. Since 2001, LSG has been providing Project Management Support Services at Denver International Airport under several contracts.

Certs: MWBE
 Total Number Employees: 48
 Professional Employees: 43
 Support Employees: 5
 Employee Location(s): Denver

Shrewsberry & Associates, LLC
 HQ: Indianapolis, IN
 Local Denver Office:
 2696 S. Colorado Blvd.
 Suite 460
 Denver, CO 80222

Shrewsberry & Associates, LLC (Shrewsberry) is a national DBE/MBE engineering consulting firm known for their commitment to quality, client service, and dedication to the enrichment of our communities. Shrewsberry brings robust DEN experience as they have provided construction management services since 2012. Shrewsberry offers professional expertise and market-focused solutions in an expanding spectrum of disciplines including Aviation Engineering, Civil Engineering, Transportation Engineering, Utility Coordination, Permitting, Construction Inspection and Administration, Program Management/Construction Management, and Owner's Technical Representation.

Certs: MWBE, SBE, DBE
 Total Number Employees: 97
 Professional Employees: 79
 Support Employees: 18
 Employee Location(s): Denver

V-1 Consulting, LLC
 Local Denver Office:
 528 Clayton St.
 Unit B
 Denver, CO 80206

V-1 Consulting (V-1) was established April 2019 in Denver, Colorado by Owners Abel Garcia and Scott Johnson. Both Abel and Scott previously worked for United Airlines within its Corporate Real Estate Department. Since establishing V-1, V-1 has grown from a two (2) owner company to a fifteen (15) person company. V-1 continues to grow by providing industry leading project management services to airlines, airport authorities and other consulting firms throughout the United States. V-1 is currently leading projects in baggage handling systems and other types of projects in Denver, Seattle, Los Angeles, Newark, New York City, and Detroit.

Certs: MWBE, DBE
 Total Number Employees: 15
 Professional Employees: 13
 Support Employees: 2
 Employee Location(s): Denver



5 Key Personnel & Ability to Respond (cont.)

Sofola & Associates, Inc. HQ: Oklahoma, OK Local Denver Office: 8310 S. Valley Hwy. Ste. 300 Englewood, CO 80112	Sofola & Associates, Inc., (SAI) established in 1999, is a full-service Project Management and Planning firm. They've served municipal and state governments, privately held and publicly traded corporations, and public and private agency clients in New York, Connecticut, Oklahoma, Colorado, and Missouri. SAI functions in several capacities ranging from owner/developer representatives/lead project managers being responsible for the entire coordination of every project phase, to consultants retained to address a specific task or phase. SAI brings a staff of experienced professionals already integrated into AIM operations and culture.	Certs: MWBE, SBE, DBE Total Number Employees: 13 Professional Employees: 12 Support Employees: 1 Employee Location(s): Denver
Iron Horse Architects 1900 Grant St. Suite 1130 Denver, CO 80203	Founded 16 years ago, Iron Horse Architects provides a full range of architectural services and has successfully designed and delivered a range of varied and complex aviation projects nationally, for both public and private clients. They ensure project success; specializing safety, security, operations, maintenance, circulation, wayfinding, and sustainability, are well understood and integrated in their projects.	Certs: MWBE Total Number Employees: 19 Professional Employees: 16 Support Employees: 3 Employee Location(s): Denver
Foster CM Group, Inc. HQ: San Antonio, TX Local Denver Office: 999 18th Street Suite 3000 Denver, CO 80202	Since 1992, Foster CM Group, Inc. has provided Program Management, Project Management, Construction Management, Inspections and associated professional services to Aviation, Government (city, state and federal), Healthcare, and Sports & Entertainment clients. In addition, they offer Drone inspection, photography, and video solutions. Foster CM Group has additional offices throughout the country, including in Denver. Their highly qualified staff includes Project Managers, Construction Managers, and Engineers.	Certs: MWBE, SBE, DBE Total Number Employees: 54 Professional Employees: 44 Support Employees: 10 Employee Location(s): Denver
Sunland Group, Inc. HQ: Austin, Texas Local Denver Office: 110 16th St., Suite 502C Denver, CO 80202	Since their inception, Sunland Group, Inc. (Sunland) has provided professional services to both private and public sector clients for an extensive variety of industries. Today, Sunland employs nearly 40 full-time professional, technical, and support personnel among their five offices, including in Denver.	Certs: MWBE, SBE Total Number Employees: 37 Professional Employees: 31 Support Employees: 6 Employee Location(s): Denver
Civil Technology, Inc. Local Denver Office: 2413 Washington St. Denver, CO 80205	Civil Technology Inc. was organized in 1989 in Denver, Colorado. Specializing in construction management and real estate development, it has become one of Denver's most respected woman-owned businesses. Their core values were forged in Denver's Five Points urban community where the company was founded. Civil Technology has participated in the program and construction management of some of Denver's most prestigious projects.	Certs: MWBE, SBE, DBE Total Number Employees: 22 Professional Employees: 21 Support Employees: 1 Employee Location(s): Denver
WSP USA HQ: Montreal, CA Local Denver Office: 1600 Broadway, Ste 1100 Denver, CO 80202	WSP USA Inc. (WSP) has proudly served DEN for over a decade. WSP brings over 20 years of local experience in CO, including aviation capital improvement consulting, construction management, and stakeholder engagement. WSP understands the local airport community, and stakeholder groups, and have an international reach that will help ensure project success. JWJ and WSP are long-standing partners at DEN on both the current PMSS contract and the DEN CEP.	Total Number Employees: 7,226 Professional Employees: 6,630 Support Employees: 596 Employee Location(s): Denver

"It has been an incredible privilege to be able to grow with DEN over the last six years. Partnered with DEN, our team has the right mix of personality and experience to continue to deliver successful projects. We take pride in making a difference at a place we call home. All of our trials and tribulations before, during, and post-COVID have made us stronger and taught us that we can overcome any challenge, together as a team."



Joti Baruni, PE
Principal
JWI



Company Experience & Qualifications



J.A. Watts, Inc.
Contract No. 202202936-00



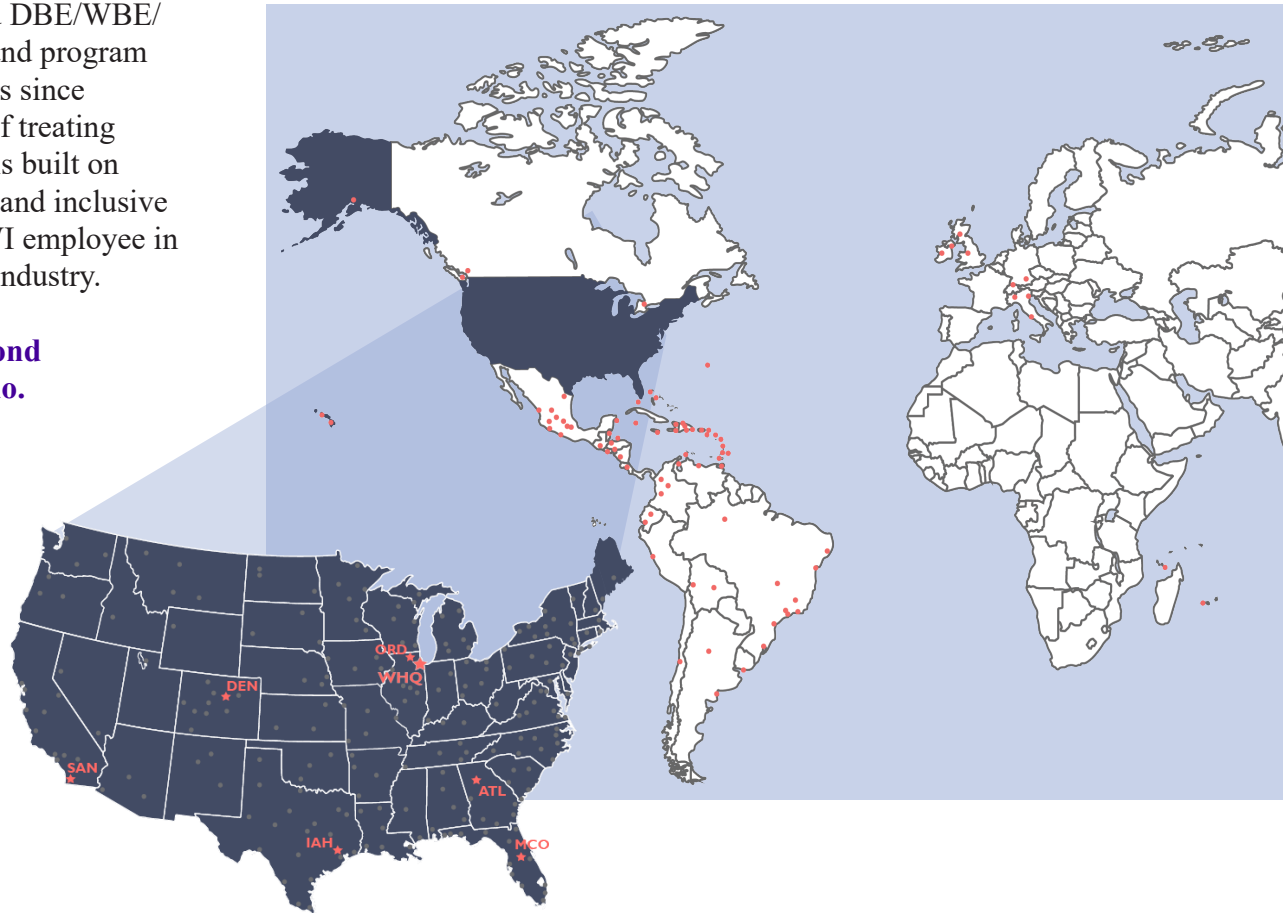


6 Company Experience & Qualifications

J.A. Watts, Inc. (JWI) is a woman-owned, certified DBE/WBE/SBE providing exceptional construction, project, and program management services for public and private owners since 1999. We're known for our unmistakable culture of treating clients and employees like family. Our reputation is built on our client relationships and our energetic, diverse, and inclusive workplace. Since 2017, we've grown from one JWI employee in Denver to 20. We employ THE best people in the industry.

You'll find that going above and beyond isn't optional at JWI. It's what we do.

Our roots are in aviation, and because of this, we understand what it takes to get the job done efficiently and effectively. The aviation industry is experiencing unprecedented times in terms of capital improvements to preserve and enhance the passenger experience, as well as to accommodate the astounding rebound and growth in traffic. JWI is currently providing program management, construction management, and owner's representative services on programs and projects for airlines and airports across the country. In fact, JWI has managed projects at over 300 airports across the globe.



JWI and our team of Subconsultant Partners provide similar professional services on programs at other Large Hub airports around the country (i.e., Chicago O'Hare International Airport, Dallas Fort Worth International Airport) and can lean on those experiences and best practices when needed. At DEN, the growth in recent years and anticipated future growth is staggering. As the prime consultant on the current PMSS contract, we have witnessed this growth alongside AIM as we have delivered critical projects necessary to be able to accommodate it in all areas of the airport from airline ticket counters, baggage handling systems, and security checkpoints, to the AGTS, jetbridges, and the airfield.



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
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J.A. Watts, Inc.



6 Company Experience & Qualifications (cont.)

Some of the JWI Team's vast experience at DEN includes the below Programs & Projects:

CONCOURSES A, B, & C

- Concourse Expansion Program (CEP)
- Physical Access Controls System (PACS)
- Concourse A Centercore Escalator
- Commissioning Program Management
- Aircraft Rescue & Fire Fighting (ARFF) Training Simulator
- R22 - HVAC Replacement Program
- Boilers Replacement Program
- Concourse Sewer Repair Program
- Emergency Fuel Shut-Off (EFSO) System Upgrades
- Passenger Loading Bridge (PLB) Replacement Program
- Frontier Hangar Repairs

THE TERMINAL

- Baggage Handling System (BHS)
- Automated Security Lanes (ASL)
- Tenant Space Relocation (TSR)
- Parking Revenue Control System (PRCS)

AIRSIDE & LANDSIDE

- Gate Apron Rehabilitation & Drainage Improvement (GARDI) Program
- Annual Runway & Taxiway Complex Rehabilitation Program
- Annual Airside Pavement Rehabilitation Program
- Annual Landside Pavement Rehabilitation Program
- Roadway Erosion Control Program
- Hertz Parking Lot Expansion



The JWI Team Experience: We've done it all.

From the terminal, through the concourses, past the gate apron, over the airfield, the JWI Team is a part of DEN's history and transformation.

JWI worked together as an integrated team with AIM leaders to navigate through the uncertain times of the global pandemic and continued to successfully deliver projects, as well as implemented an entirely new task-order based contract mechanism. This would not have been attainable without the collaborative relationship we have with the leaders of AIM.

In addition to our work with AIM, the JWI Team provides professional services on other major programs at DEN. JWI is proud to be an integral member of the Concourse Expansion Program Management Team. In that program we have provided invaluable guidance through stakeholder coordination, leading civil engineering projects, contract administration, permitting coordination, and digital signage design and implementation management.

The JWI Team will be led and staffed with 25 individuals currently working at DEN, alongside AIM, who are fully integrated into the project teams, and understand the processes and procedures to deliver a project. In addition to our established team members, JWI has partnered with new firms to bring fresh perspectives, vast experience, and additional highly qualified project managers.



The synergies of our team's diversity, unique experiences, and proven ability to deliver projects as an integrated partner of DEN make us uniquely qualified. There will be no learning curve for the JWI Team. This will save months of familiarization and onboarding requirement delays. We will be able to hit the ground sprinting, which is what will be required to deliver the number of projects necessary to support Vision 100. JWI has worked together with AIM to establish the foundation and standard for the IPMSS contract; we're now positioned and primed to raise that bar.



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
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6 Company Experience & Qualifications (cont.)

Chicago O'Hare 21 (ORD 21) Redevelopment Program

Chicago O'Hare International Airport (ORD), Chicago, IL



City of Chicago Department of Aviation
10510 Zemke Road Chicago, IL 60666
Robert L. Hoxie
Managing Deputy Commissioner
Chief Development Officer
773-686-5130

The ORD21 Program Management Team is responsible for modernizing terminals, surrounding roadway and taxiway systems and related support facilities for the Terminal Area Plan (TAP), while also maintaining the ongoing Capital Improvement Program (CIP). **(\$8.5 Billion Contract Value)**

JWI is an integral part of the City's Program Management Team providing 14 specialized individuals in key roles of Construction Management (overseeing 2 CMRs), Quality Assurance (lead on program), Cost Management (lead on program), Baggage Handling Systems, Logistics, Utility Master Planning, Safety, Stakeholder Management, Project Architect, and Scheduling.

Subconsultants and percentage of work performed: N/A

JWI Gross Fees: \$22 million

Outcome/Result: The first two gates opened at Terminal 5 on the new Concourse M extension in May 2022. The Program presently awaits approval of the Environmental Assessment, expected by the end of 2022 followed by work to commence in early 2023. Designs for Satellite Terminals 1 and 2 will reach the 30% milestone later this summer, along with the consolidated tunnel connecting the two. Construction of these three major components is valued at over \$2 Billion and is set to commence March 2024.

Denver International Airport (DEN) Concourse Expansion Program (CEP) *Denver, CO*



City and County of Denver
8500 Pena Blvd
Denver, CO 80249
Stuart Williams
Senior VP of Expansion
303-342-2404

DEN's Concourse Expansion Program will build 39 new gates, increasing gate capacity at the airport by 30%. The program includes 1.3M SF of new space and 51,000 SF of new concessions space. **(\$2.3 Billion Contract Value)**

Since the beginning programming in 2017, JWI has been part of the Program Management Team. Roles and Services include Deputy Program Manager for the East Expansion Gates, Program Stakeholder Manager, Civil Design Lead, Construction Manager, Wayfinding Signage Project Manager, Contract Administration, and Renewal Program Development.

Subconsultants and percentage of work performed: CMTS (*Approx. 2-4%. Current task order was to bring on a specific person for the program.*)

JWI Gross Fees: \$5.7 million

Outcome/Result: The first four new gates opened on the west side of Concourse B in November 2020, 16 gates on the east side of Concourse C in May 2022. Work continues in the two remaining expansion areas on A West and B East, which are expected to be operational in 2022.



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
RFP No.202262936
J.A. Watts, Inc.



6 Company Experience & Qualifications (cont.)

Chicago O'Hare International Airport Terminal 5 Capital Improvement Program *Chicago, IL*



Chicago Airlines Terminal Consortium
Terminal 5 Mezzanine
Chicago O'Hare International Airport
10000 W O'Hare Ave.
Chicago, IL 60666
Chris Diaferio
Executive Director (773) 894-2525

The Terminal 5 Capital Improvement Program is led by the Chicago Airline Terminal Consortium (CATCo). CATCo oversee all improvements at Terminal 5, which is the International Terminal at ORD. **(\$100 Contract Value)**

JWI is responsible for all program management services including project controls, invoicing, project management, future capital planning and facility assessments. Currently, we are managing the replacement and installation of 35 new passenger boarding bridges and new ground services equipment, as well as HVAC equipment upgrade, communications rooms and baggage control room upgrades throughout the recheck and bag makeup areas, and terminal-wide upgrade to the security cameras.

Subconsultants and percentage of work performed: N/A

JWI Gross Fees: \$8.22 million

Outcome/Result: Successfully completed and/or are executing more than 14 projects over the last 5 years including building a new Security Checkpoint, the integration of a common use system throughout the Ticketing Lobby, curbside signage, the installation of a redesigned CBIS/CBRA baggage system for international baggage, and the integration of a fully automated aircraft parking system at the Central Deicing Facility.

United Airlines Baggage Handling System 2020 *Denver International Airport (DEN) Denver, CO*



United Airlines
8900 Pena Blvd.
Denver, CO 80249
Mark H. Adams, PE
Director of Corporate Real Estate
Planning and Development
303.907.5487

The existing baggage handling system (BHS) was replaced by a standard double loop sorting system for United's transfer baggage at DEN. The project includes the removal of existing baggage make-up units and the installation of 30 new make-up units. Two new Baggage Control Rooms were also created to support the new and improved BHS. **(\$100 Million Contract Value)**

As Project Manager, JWI managed the day-to-day coordination between the contractor and many United Airlines Stakeholders as well as provided third-party review of design issues, should any arise during the construction process.

Subconsultants and percentage of work performed: N/A

JWI Gross Fees: \$1.0 million

Outcome/Result: The complete removal of the original building baggage system and the replacement of a double loop system baggage sortation system for United Airline's operation on Concourse B at Denver International Airport was successfully completed and the system was fully operational in February of 2020.



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
RFP No.202262936
J.A. Watts, Inc.



6 Company Experience & Qualifications (cont.)

Delta Air Lines Kiosk Replacement & Reduction Program *Over 100 airports worldwide*



Delta Air Lines
1030 Delta Blvd. Atlanta, GA 30354
Margarita Paz
Regional Manager of
Design & Construction
Corporate Real Estate
(404) 263- 8691

Delta Air Lines' existing, outdated kiosks need to be replaced and upgraded before the end of 2022. These new kiosks (including facial recognition kiosk at some locations) require an entirely new ticket lobby configuration, which required JWI to work directly with various Delta stakeholders to design lobby configurations specific to each airport in the program. **(Contract Value varies per station)**

JWI is providing program management services for the Kiosk Replacement and Reduction program. Phase 1 is complete and phases 2 and 3 of the program consists of the replacement of ticketing kiosks and removal of Need Help Centers at over 100 airports. JWI's scope includes the initial site survey, design development, airport approval, contractor procurement, stakeholder coordination, and construction oversight.

Subconsultants and percentage of work performed: N/A

JWI Gross Fees: \$1.7 million

Outcome/Result: Completed Phase 1 in 2020, but work was stopped due to the pandemic. Delta re-initiated the program in 2022, and JWI is managing Phases 2 and 3, which will be completed by December 2022.

San Diego International Airport (SAN) Terminal One Replacement Program *San Diego, CA*



Turner Flatiron a Joint Venture
3032-B North Harbor Drive
San Diego, CA 92101
David Cattle
Vice President of Design
Preconstruction Manager
(949) 289-8445

Southwest Airlines (SWA) operates out of the existing Terminal One, which is over 60 years old. The Terminal One Replacement Program includes a new 31-gate Terminal 1 (to which SWA will relocate), parking structure and transit area, dual-level roadway and curbside, on-airport entry roadway, and the relocation of the airport's administration building. Completion of this program is anticipated in early 2027. **(\$3 Billion Contract Value)**

JWI is a part of the Design-Build team (Turner/Flatiron & Gensler) and serves as the Baggage Handling System (BHS) Project Manager and Passenger Boarding Bridge Project Manager. JWI is leading the design, cost validation, procurement construction, testing, commissioning, and closeout phases of these project. JWI will also perform similar services for the Security Checkpoint.

Subconsultants and percentage of work performed: N/A

JWI Gross Fees: \$2.5 million

Outcome/Result: BHS contractor procurement, selection and contracting complete. BHS 60% design complete. Passenger Boarding Bridge contractor procurement, selection and contracting complete. Security Checkpoint design submitted to SAN for review and approval.



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
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J.A. Watts, Inc.



Resumes & Additional Resources



Contract No. 202202936-00

Joti Baruni

Principal

Joti has over 11 years of project management experience which includes work as an Airport Engineer, Transportation Engineer, Program Manager, and Construction Manager. He has managed aviation projects and programs through planning and budgeting, solicitation and issuance of RFPs/RFQs, hiring and overseeing consultants, creating and implementing SOPs, and presenting project information to elected officials. Joti has managed over \$70 million worth of projects at DEN. His extensive training and ample technical experience make him an asset to any project.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Joti serves as the Program Manager for the \$40 million, 5-year contract providing professional, technical and support personnel for project management services at DEN, which includes dozens of planning, design, construction management, and any other extension of staff services requested on capital projects designated by the airport.

As part of the PMSS, Joti has overseen the GARDI Program, including the Concourse B Northwest and Southeast quadrant projects and the associated Passenger Boarding Bridge and the GARDI Concourse A design packages. He also works with the respective project PM teams in delivering the Airfield Pavement Rehabilitation Projects; R-22 Replacement projects; Concourse B Xcel Transmission Relocation; Concourse B, Concourse C, and Airport Tunnel Sewer Repairs; Concourse Fire Pump Replacement Design; the AGTS Door Upgrades, the Parking Revenue Control System Replacement (PRCS), Concourse A and C PCA Projects; the Physical Access Control System Phase 2; Concourse A Center Core Escalator Project; Landside Pavement Rehabilitation; Terminal Space Reconfiguration for Offices and Tenants; Roadway Erosion Control, and the Runway 16L/34R project.

DEN Gate Apron Rehabilitation and Drainage Improvement (GARDI)

As the Program Manager, Joti is responsible for managing the Contractor, the Designer, and the Quality Assurance Team to ensure the project is completed safely and delivered on schedule, as designed. He oversees all communications with Airport Stakeholders including Airfield Operations and the Airlines. The project consists of the redesign of apron pavement sections and drainage improvements around the concourse gates. The intent of the projects are to replace deteriorating pavement, eliminate apron drainage issues, and prevent water infiltration into the concourse basements by repairing or installing new drainage systems, utility vault adjustments, and demolition of baggage tunnels.



Years of Experience

11 Years
6 Years at DEN

Credentials

Licensed Professional
Engineer (PE)
Illinois 2015
#062-067846
Colorado 2019
PE.0055738

Education

Bradley University,
Peoria, IL
B.S. Civil Engineering



J.A. Watts, Inc.
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J.A. Watts, Inc.

Lorie Moghaddam

Project Executive

Lorie has over 25 years of experience in the aviation industry. With her extensive project and airline management experience, she will be a continuous resource. Lorie's knowledge and expertise of both airlines and airports will be critical in completing any project or program successfully.

Denver International Airport (DEN) Concourse Expansion Program (CEP)

Lorie leads as a Principal Project Manager of the Program Management team for the \$1.5 billion five-year program to expand gate/hold room capacity at each of the DEN concourses. JWI is providing project management services and oversight of the project's design development, procurement and construction phases.

JWI is also assisting in coordinating Design/CMR for the civil design and construction phasing development as well as the management of PMT Colocation space development and construction.

The CEP includes expansion at A, B, and C Concourses. The DEN CEP project will add a significant amount of square-footage to the ever expanding airport footprint. The project includes new aircraft gates, new hold rooms, concessions, a full basement and aircraft rated pavement at each of the Concourses, with no construction phasing required. Included in the scope will be renovations to existing holdrooms as well as relocations of existing ground level gates to the mainline concourse level. Some gates will also accommodate additional types of aircraft not currently available at the main concourse level.



Years of Experience

25 Years

23 Years at DEN

Credentials

PMP Certification

Education

University of Phoenix,
Tempe, AZ

B.S. Business
Management



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities

RFP No.202262936

J.A. Watts, Inc.

Christina Baskall

Project Controls Specialist

Christina is a highly skilled and talented project controls specialist with nearly a decade of experience working in the engineering, manufacturing, industrial and environmental industries. She is detail oriented, organized, and able to handle multiple projects with ease. She is a proven leader with excellent verbal and written communication skills. Christina is a natural motivator and mentor, a valued asset for any project team.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Christina serves as the Project Controls Specialist for the \$40 million, 5-year contract providing professional, technical and support personnel for project management services at Denver International Airport (DEN), which includes dozens of planning, design, construction management, and any other extension of staff services requested on capital projects designated by the airport.

As part of the PMSS, Christina oversees the document controls and utilization of all projects under the Contract including:

GARDI B Northwest; CCB Xcel Transmission Relocation; CCB, CCC, & Airport Tunnel Sewer Repairs; Passenger Boarding Bridges Replacement; GARDI CCA; Airfield Pavement Rehabilitation; R-22 Replacement Concourse Fire Pump Replacement Design; AGTS Door Upgrades, Parking Revenue Control System Replacement (PRCS); Concourse A and C PCA Projects; Physical Access Control System Phase 2; Concourse A Center Core Escalator Replacement; Landside Pavement Rehabilitation; Terminal Space Reconfiguration for Offices and Tenants; Roadway Erosion Control; Runway 16L/34R Rehabilitation; Hertz Rental Car Parking Lot. She also manages the document controls for the AIM Landside and Facilities projects, as well as the TSA Podium Expansion project.

Christina is also the point of contact for all invoices for the DEN PMSS suite, ASL 2.0, and BHS projects. She collects and reviews invoices from our sub-consultants for accuracy and compiles them all together into one invoice package by purchase order number for submittal to DEN. As a member of the DEN PMSS contract re-compete team, she assisted with organizing and keeping track of documents needed to submit the contract renewal proposal and other tasks as needed.



Years of Experience

9 Years

1 Year at DEN

Credentials

Brian T. Milbrandt
Memorial Award
for Excellence, UIS GPSI
Program

Education

University of Illinois,
Springfield, IL
Bachelor of Business
Administration
Master of Business
Administration



J.A. Watts, Inc.
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Integrated Project Management Support Services (IPMSS) - Facilities

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J.A. Watts, Inc.

Larry Wycoff

DEN Principal Project Manager

Larry is a Senior Airport Security and Special Systems Project Manager with more than 30 years of experience involving the operations, planning, design, and construction of airports. He is an expert in airport security systems (physical and electronic), telecommunications, low voltage specialty systems, and has completed over 20 airport projects worldwide.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Larry leads and mentors the JWI team as a Senior Project Manager under the Project Management and Support Services (PMSS). He supports the Airport Infrastructure Management (AIM) division in defining, designing, and executing infrastructure and facilities developments, as well as maintenance projects at DEN. Larry is currently managing the Parking Revenue Control System Replacement (PRCS) and the Physical Access Control System Replacement (PACS) project.

Physical Access Control System Replacement (PACS)

Larry is managing the advertisement and procurement of a Construction Manager at Risk team for both pre-construction services and construction and will provide the comprehensive project management necessary to maintain airport operations and certifications with minimal impacts to airlines and tenants, while ensuring that the new system meets functionality requirements and integrations to meet Transportation Security Regulation 1542 requirements. The scope of this project involves replacement of the existing Physical Access Control System (PACS) for all of Denver International Airport (DEN), which is one of the largest in the world with approximately 1,400 doors and 8,000-9,000 security system points and anticipated to cost \$70-90 million.

Parking Revenue Control System Replacement (PRCS)

Larry is the overall Project manager responsible for successful project delivery of this project, which requires detailed coordination with stakeholders, contractors, and DEN business technologies. The project includes twenty-six separate construction permit packages with replacement of all operational equipment including ticketing machines, credit card processing equipment, vehicle identification equipment and related control software.



Years of Experience

30 Years

3 Years at DEN

Credentials

Airframe and Powerplant
Mechanics

Federal Aviation
Administration

Education

Metropolitan State
University of Denver
Denver, CO
B.S. Aviation
Management



J.A. Watts, Inc.
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Integrated Project Management Support Services (IPMSS) - Facilities

RFP No.202262936

J.A. Watts, Inc.

Kayla Donovan

DEN Project Manager I

Kayla is a detail-oriented leader with years of professional experience in all stages of construction project management. She has a demonstrated ability to produce high quality work for projects in rapidly changing, fast-paced environments while managing cross-functional teams and adhering to the schedule and budget needs of a client.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Kayla started working at DEN under the Project Management Support Services Contract in January 2022 and has performed exceptionally well. She has served as support Project Manager to multiple projects and learned the DEN Processes and the DEN Project Lifecycle quickly. She has assisted Principal Project Managers Brad Frederick and Larry Wycoff with the following projects:

- Parking Revenue Controls Systems Project
- Passenger Loading Bridge Project
- Walkway Emergency Communications Systems and Fire Alarm Upgrades
- Concourse A Centercore Escalators Replacement Project
- Terminal Space and Airline Tenants Relocation Projects

She has also skillfully navigated the nuances of procuring contractors, setting up the project and meeting a tight budget and schedule on a very visible project. As the Project Manager on the Frontier Hangar Roof Replacement Project, she is managing a design-build contractor in delivering the project by the end of the year.

Prior Experience

Turner Construction, Project Engineer and Project Manager

As Project Engineer and Project Manager with Turner Construction, Kayla was responsible for construction estimates, developing overall project budgets, analyzing proposals and the preparation and issuance of subcontracts. She also ensured compliance with the prime contract, reviewed, coordinated, and processed submittals, requests for information (RFIs), and other Change documents.



Years of Experience

7 Years

1 Year at DEN

Education

University of Colorado
Boulder

Boulder, CO

B.S. Architectural

Engineering

B.A. Business

Administration



J.A. Watts, Inc.
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Integrated Project Management Support Services (IPMSS) - Facilities

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J.A. Watts, Inc.

Karen Cody

DEN Contract Administrator

Karen is an assistant project manager with over 20 years of extensive experience in quality management and document control in the construction and electronics industries. Intentional and detail-oriented, she has a proven track record of improving efficiency and productivity of projects, and meeting strategic goals. Karen is passionate about quality and customer satisfaction, and has outstanding interpersonal, motivational, and leadership skills.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Karen is a Contract Administrator with the PMSS team for this \$40 million, 5-year contract providing professional, technical and support personnel for project management services at Denver International Airport (DEN), which includes planning, design, construction management, and any other extension of staff services requested on capital projects designated by the airport.

As a part of the PMSS, Karen has worked on the Frontier Pond Liner Project, 2017 Manhole Rehab Project, 75th Avenue Bag Drop Project, and the Runway 17R-35L Project and has seen them to closure. She is currently providing support on the 2021 Annual Landside Pavement Rehab Project, 2021 Roadway Erosion Project, Concourse Fire Pump Replacement Project, and the DAS Radio Survivability Project. Karen is also working on the Hertz Rental Car Parking project.

Currently, Karen is managing many projects which include the Concourse A Center Core Escalator Replacement, R-22 HVAC Replacement Phase 2, DAS survivability Upgrades, Jackson Gap & 78th Ave Parking Expansion, Parking Revenue Control Replacement, 2022 Annual Landslide Pavement Rehab, 2021 Roadway Erosion Control, and Commissioning Cleanup.



Years of Experience

23 Years

3 Years at DEN

Credentials

Certified Associate of
Project Management
PMI-CAPM
Cert. #2148006

ISO 9001 Lead Auditor
2015 #Q20716

Education

SST Travel School -
Travel Agent Certificate

Pomona High School
Diploma



J.A. Watts, Inc.
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J.A. Watts, Inc.

Kevin Corley

DEN Project Manager I

Kevin is a Project Manager with over 8 years of experience in the aerospace and construction industries. He's a hands-on, goal-driven engineering professional with mechanical and software development experience as well. Kevin is passionate about solving problems through a multidisciplinary approach, and can do so with minimal oversight. He has strong business and financial understanding, all developed through his entrepreneurial projects and real estate investment experience.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Level 3 Carousel Upgrades

Kevin serves as Project Manager for the Level 3 garage makeup area carousel upgrades. To accommodate carrier relocations resulting from the Great Hall project and increased capacity requirements, the Terminal's Level 3 makeup areas require several upgrades and reconfigurations. In Modules 1 and 2 East, two additional makeup carousels are being installed, four existing makeup units are being upgraded, and a post screening crossover subsystem is being installed. Module 1 West will have existing incline plate makeup units replaced with flat plate devices and the installation of one additional flat plate. One existing makeup unit is being replaced in 3 East with a larger unit for increased capacity. Kevin currently manages the design development and bidding of work in coordination with DEN and airline stakeholders, and will manage the construction work once procurement is completed.

United Airlines Baggage Handling System 2020

Kevin provided United Airlines (United) with project management support for the replacement of their entire existing basement level Baggage Handling System (BHS) and Apron Level make-up units. Kevin handled the day-to-day coordination between the contractor and many United stakeholders as well as providing third-party review of design issues as they arose during the construction process. The abandoned basement level BHS was replaced by a standard double loop sorting system for United's transfer baggage at Denver International Airport (DEN). The apron level scope consisted of removal of existing baggage make-up units and installation of 30 new make-up units. Two new Baggage Control Rooms were constructed to support the new and improved BHS. The turnover of equipment by zones required zero impact to United's and DEN's existing operation.



Years of Experience

8 Years

3 Years at DEN

Education

Georgia Institute of
Technology

Atlanta, GA

B.S. Mechanical
Engineering



J.A. Watts, Inc.
Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities

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J.A. Watts, Inc.

Alicia Seremet

DEN Project Manager I

Alicia is a highly motivated and dedicated aviation professional with 10 years of managerial experience in airport operations and airport security. She is a thoughtful planner and continuously improving her knowledge and skillsets to better serve her team and clients. Alicia is a natural leader and is organized, goal-focused and has tested skills juggling multiple projects concurrently.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Alicia is the shutdown coordinator for the Baggage Handling System project under the Great Hall Program. She coordinates program shutdowns with contractors, DEN Ops and affected stakeholders. She has cultivated key relationships with the DEN team and Stakeholder liaisons to streamline shutdown requests. She collaborates with the contractors on a bi-weekly basis and as needed to ensure constant communication between the Airport and ongoing or new shutdown requests so that construction progress continues and utility shutdowns minimize the impact to DEN users.

Prior Experience

AVPORTS, Tweed New Haven Airport, CT, Airport Operations Manager

Alicia ensured FAR 139, 77, and TSR 1542 standards met for the airport by upholding compliance with the ACM, AEP, Snow Removal, construction activities, and projects. This included playing a pivotal role in Triennial Drill preparation, FAR Part 139 certification inspections, and the coordination of complex construction projects. Alicia served as a liaison for Airport Operations activities to upper management to improve daily operations. She was responsible for inspecting departmental projects for accuracy and progress. She regularly coordinated Airport Operations work problems involving equipment and materials with the Airport Maintenance.

Alternate Airport Security Coordinator (2019-2021)

Alicia maintained the current ASP including a complete rewrite when the HVN security category was altered from a Category 4 to a Category 3. She ensured Airport compliance with new Security Directive's and pertinent TSA information.



Years of Experience

10 Years
2 Years at DEN

Credentials

ACE

Airport Security
Coordinator 2019

Awarded Tier 3 ANT
Digicast

Education

Southern Connecticut
State University
New Haven, CT
B.S. Business
Administration



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J.A. Watts, Inc.

Riaz Hasan

DEN Project Manager I

Riaz has a strong sense of responsibility, effective interpersonal skills and the ability to successfully manage multiple projects with a proven record of completing projects on time with quality and within budget. Riaz has enjoyed a reputation for being a very hardworking, intelligent, and industrious individual. His motivation is to completely utilize his accumulated experience and knowledge to the fullest extent possible, becoming a valuable asset to both his team and clients.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Riaz is serving the DEN PMSS team as Contract Administrator for Automated Security Lanes (ASL) Project. Riaz assists with project scheduling, meeting management and coordination, reviewing project submittals (RFIs, RFPs, RFQs), and ensuring proper flow of information between respective teams to prevent holdups. Riaz ensures all airport and contractor stakeholders are up to date on project communications so no detail is missed.

Riaz was promoted from a contract administrator to a Project Manager for DEN. He is working under the ASL “Master Project”, but it has branched from its original scope from being the install of ASLs at the North and South Checkpoint to multiple “subprojects”. Each of these “subprojects” have their own independent designs, permits, schedules, coordinations, and submittals.

Some of the changes that Riaz has been involved in include A-Bridge Checkpoint Temporary Solution, A-Bridge Checkpoint Long Term Solution, North Checkpoint Temporary Solution, North Checkpoint Long Term Solution, South Checkpoint Temporary Solution, South Checkpoint Long Term Solution, South Checkpoint ASL Installation, and Airside Lot Turnstile Installation. He is responsible for reviewing and providing input on budget, scope, and schedule for business cases on new projects, creating drawings/schematics for stakeholders to assist in project understanding/coordinations, creating and submitting RFPs and RFQs for project initiation, staying up to date with the construction schedule and ensuring project milestones are met, meeting urgent item deadlines/prioritizing high impact items, and more specifics regarding individual projects and day-to-day tasks.



Years of Experience

2 Years

1 Year at DEN

Credentials

Engineer in Training
(EIT)

#061041616

Education

Bradley University,
Peoria, IL

B.S. Mechanical
Engineering



J.A. Watts, Inc.
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J.A. Watts, Inc.

Cortney Babiarz

DEN Contract Administrator

Cortney is an assistant project manager with over 8 years of extensive legal administration experience. Detail-oriented and quality driven, she manages her task efficiency with little oversight. Cortney is passionate about customer satisfaction, and has outstanding interpersonal, motivational, and leadership skills.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Cortney is a Contract Administrator working under PMSS team for this \$40 million, 5-year contract providing professional, technical and support personnel for project management services at Denver International Airport (DEN), which includes planning, design, construction management, and any other extension of staff services requested on capital projects designated by the airport.

Prior Experience

Levin, Riback & Adelman, P.C., Legal Administrative Assistant

As a Legal Assistant, Cortney was responsible for managing a caseload of approximately 115 cases. She ensured the timely review, approval, execution and tracking of contract-related documents. She also provided a high level calendar organization and coordination to ensure all deadlines were met. She drafted, reviewed and edited representation agreements, discovery, and other pertinent documentation necessary to propel the case forward through the Court system. Cortney acted as the liaison between clients, attorneys, and other case-related parties.

Smokeball, Content Specialist

As a Content Specialist, Cortney assisted in organizing and implementing the use of the department process and procedure manual to create repeatable processes. She maintained and organized data after conducting extensive client validation projects. Cortney was also responsible for designing and building new practice-area-specific software screens necessary for clients to manage their cases within their respective state.



Years of Experience

8 Years

Credentials

ABA-Approved Post-Baccalaureate Paralegal Studies Program Certificate

Education

Western Illinois University,
Macomb, IL
B.S. Law Enforcement and Justice Administration



J.A. Watts, Inc.
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Integrated Project Management Support Services (IPMSS) - Facilities

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J.A. Watts, Inc.

Rachael Bray

DEN Project Manager II

Rachael has over 30 years of increasingly responsible experience in managing multiple projects as well as programs at all levels of construction including overall estimates, budgets, schedules, permits, bids, occupancy, punch list and close-outs. She is experienced in research and detailed in providing scope, budget, and schedule options. Rachael has proven strengths in administration and project management. She is task-oriented and capable of handling numerous projects simultaneously as well as large complex projects while delivering quality and cost savings.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Rachael has shown a great propensity for understanding her assigned projects holistically and has performed the tasks of Inspector, Project Manager and Senior Project Manager working for the Facilities Projects group in the Airport Infrastructure Management Development Division. Her attention to detail is exemplary and she is able to multi-task seamlessly between projects. She is currently managing the following projects:

- Tunnel Sewer Repair - Construction
- UPS Sewer Repair - Construction
- Terminal South Vestibule Improvements - Define/Design
- 2022 Terminal Complex - Tent Curtainwall Investigation - Define/Design
- AGTS Station Door Upgrades - Closeout

Her previous experience in the Mechanical, Electrical, Plumbing group (MEP) in the Facilities Services division and the Landside Engineering group (LSE) have added to her skillset in her becoming a well rounded Senior Project Manager. As Owner's Representative, she makes sure all contract documents and requirements are met and all appropriate personnel are informed on project status. She also has undertaken the responsibility of mentoring and is helping develop Assistant PMs assigned to her projects.



Years of Experience

30 Years
18 Years at DEN

Credentials

ICBO, Ex-Certified
Building Inspector
#76090

Engineer-In-Training
(EIT)
#XEO75486

Ex-LEED Green
Associate #10664419

Education

California Polytechnic
State University,
San Luis Obispo, CA
B.S. Architectural
Engineering

Abenet Hayle

DEN Project Manager I

Abenet has a wealth of experience as a project inspector which allows him to excel as an Assistant Project Manager. He has been a part of various high profile projects at DEN and supported the respective PMs in delivering quality projects, while ensuring that Denver International Airport standards and specifications are met to the highest degree. He implements project management techniques well, and applies appropriate controls, risk management strategies to ensure the project and DEN are receiving the most out of his services.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Boilers 1,3,4 Replacement Projects

The scope of the project is to replace outdated Boilers 1, 3 and 4 of the Central Utility Plant (CUP) at DEN. Abenet is supporting the project in acting primarily as the construction PM. He coordinates with multiple stakeholders, including DEN Operations and DEN maintenance in ensuring the impact to the airport is minimized as much as possible.

Tunnel Sewer Repairs Project

This project replaces deteriorated and damaged sewer infrastructure throughout the airport tunnels while maintaining an active system. Abenet supports the Lead PM in coordinating with DEN stakeholders to communicate closures and impacts of the work, as well as creating solutions when issues arise. His experience as a Lead Inspector assists the team in delivering a quality project.

Abenet served as the Lead QA Inspector on the following projects at DEN:

- Gate Apron Rehab Drainage Improvement (GARDI) Program; Concourse B - NW & SE quadrants
- Annual Runway, Taxiway Complex Rehabilitation with a \$46 million project cost

In this role, he assisted the Project Manager in guiding the construction team, reviewed plans and project submittals, and answered questions regarding the scope and timing of project activities, in collaboration with the PM Team. He ensured Change documents, RFIs and PMs directives were adhered to by the contractor. Additionally, he coordinated with stakeholders such as DEN Operations, and United Airlines on behalf of the project. He also conducted daily inspection to verify compliance and completion of work progress.



Years of Experience

23 Years

7 Years at DEN

Credentials & Certifications

PMI Project Management Professional (PMP)

OSHA Permit for Confined Space Entry

Transportation Erosion Control Supervisor (CDOT)

LabCat Paving Material Inspector (APM)

Concrete Pavement Inspector-Level I (CDOT)

Drilled Pier Inspector

Education

Colorado Technical University,
Colorado Springs, CO
M.B.A. Project Management
B.S. Civil Engineering

Gary Sedillos

DEN Contract Administrator

Gary's enthusiastic personality overflows into his work and he is always ready to take action. He is very engaged in his work and uses his broad experience with contracts and in various fields to get the job done right away.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Gary started working under the current PMSS contract in 2022 and is supporting multiple project teams in ensuring the project adheres to the Contract, General Conditions, Project Specifications and other pertinent documents and processes through various phases of the project Lifecycle.

- GARDI NW Quadrant Concourse B- Closeout
- GARDI Concourse A – Design
- Taxiway EE - Design
- Frontier Hangar Roof Project - Construction
- Runway 16L-34R & TW Z Complex Pavement Lighting Rehab - Closeout
- CUP Boilers 134 Phase 2 – Construction
- Hertz Parking Expansion - Construction
- Economy Parking Lot Pavement Rehab - Design
- Level 5A Roadway Rehabilitation - Design
- Commercial Return Loop Retaining Wall Repair - Design

Prior Experience

- *Tudela International, LLC and Tudela Internacional S. de R.L de C.V, Project Engineer / Quality Control*
- *Dunrite Excavation, Berthoud Colorado, Project Engineer*
 - Assist Project Manager with adherence to contract documents including plans, specifications, permits, technical elements, scheduling activities, and estimates.
- *Ludvik Electric, Project Management Coordinator*
 - DEN – Baggage Handling System (BHS)
 - DEN – Consolidated TSA Checked Baggage Resolution Area (CBRA)
- *PCL Construction, Construction Management Specialist / Project Coordinator*
 - Centennial Water Pump Station – location Highlands Ranch, CO (So. Broadway & Wildcat Pkwy.)



Years of Experience

27 Years

1 Year at DEN

Credentials

Project Management Certificate issued by Hispanic Contractor Academy (HCC)

OSHA 10 Certified

Education

University of Denver
Denver, CO
B.S. Business Administration
B.S. Finance & Real Estate

Don Saal

DEN Project Manager II

Don is a Program/Senior Project Manager with significant experience in the design and construction industry through work for mechanical contractors and engineering firms for aviation, commercial, industrial and educational clients. He uses his professional demeanor to foster positive and trusting working relationships with all stakeholders involved. Don's current career focus is on the advancement of commissioning and quality assurance services for energy consuming systems with a specific emphasis on realizing operational benefits through monitoring based commissioning.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Denver Concourse Expansion Program Management

Don supports the Commissioning oversight under the Concourse Expansion Project Management Team for several of the concourses. The program will add 39 gates in DEN's three concourses. WSP's scope of services entails serving as DEN's Program Manager and oversees and manages design and construction in successfully completing the project in accordance with all contract requirements.

Program Management Support Services

Don currently also serves as the Commissioning/Quality Assurance Program Manager for the current DEN PMSS Contract in the AIM Development Technical Services and Programs group. He manages three on-Call Commissioning contractors. His responsibilities include scope, schedule and budget control and tracking as the contractors support other projects in AIM. He also supports projects as a Commissioning/Quality Assurance SME.

Prior Experience

Before joining WSP, Don's experience includes:

- Denver International Airport South Terminal Redevelopment Program as Studio Director and Project Executive
- Toyota Zero-Net Energy Projects, in Michigan as Studio Director and Project Executive
- University of Illinois Grant Hall Renovation in Chicago, Illinois as Lead Engineer and Project Manager



Years of Experience

28 Years
3 Years at DEN

Credentials

Certified Geospatial
Designer: US (177)

LEED AP Building
Design + Construction:
US (67283)

Professional Engineer:
CO #51591
MN #40438

Project Management
Professional: US
#2775267

Education

Marquette University,
Milwaukee, WI
B.S. Mechanical
Engineering



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Bradley Frederick

DEN Principal Project Manager

Brad has 45 years of professional engineering and project management experience and is rich and diverse in all phases of project execution from concept to construction completion. He has an established work record executing numerous complex projects by building and directing cohesive multi-discipline professional teams, promoting collaborative efforts and exceptional client service, and achieving high quality outcomes. His extensive experience with lead design, owner representation, and construction practices on large multi-discipline projects makes him an asset to any project.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

As Principal Manager for Denver International Airport, Brad performs project management work by managing, coordinating, and directing large, complex, multidisciplinary development, and capital improvement projects including project initiation, development, production/execution, and closing/maintenance and project coordination with city departments, elected officials, affected community and business organizations, and other internal/external stakeholders. He consults with managers, elected officials, and stakeholders to determine and establish project plans and goals, formulates, and defines the scope of work and objectives, and develops project work plans including time frames, funding initiation, contract costs, risk factors, staffing requirements, and allotment of available resources to various phases of a project. Brad reviews project designs and schematics for quality, technical competence, and code and standards compliance monitors the progress and quality of a project and resolves problems and project barriers by identifying strategies and approaches to overcome barriers. He develops project budgets, schedules, work plans, and cost estimates/projections, administers and monitors contracts including contract negotiation and preparation of contract recommendations, and monitors projects for conformance to approved plans and contract specifications. He prepares pre-bid materials defining the scope of work and related information necessary for the request for qualifications and request for proposals, sets up a selection board; responds to questions concerning the project and/or contracts; reviews bids, and prepares recommendations. Brad develops a communication plan and related project status reports for key stakeholders and provides updates on project activities and information on risks and mitigation strategies. Brad prepares and monitors the budget for project planning, design, regulatory, and /or construction phases recommends project budget needs for annual appropriations, and ensures project deliverables stay on time, on target, and on budget. He interacts with utility companies, city agencies/departments, and other governmental agencies to obtain necessary permits and clearances and to ensure regulatory compliance.



Years of Experience

45 Years
9 Years at DEN

Credentials

Professional Engineer:
CO #0017788

Education

Rensselaer Polytechnic
Institute,
Troy, NY
B.S. Civil Engineering

Alfonso Vargas

DEN Project Manager II

Alfonso has over 18 years of civil engineering experience focused on design and construction activities. He is a successful project management professional experienced in the Six Sigma Processes and is a demonstrated leader in the design, implementation, operations, and quality control. Alfonso's extensive experience as a project manager provides him with the ability to manage every aspect of a project from inception to completion. He has been responsible for complete oversight of project performance including, project status, schedule, cost control, and change management systems. Alfonso is highly skilled at maintaining relationships with clients, designers, subcontractors and consultants, which allows him to coordinate personnel and project resources.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

As Senior Project Manager for Denver International Airport, Alfonso performs project management work by managing, coordinating, and directing large, complex, multidisciplinary development, redevelopment, and capital improvement projects including project initiation, development, production/execution, and closing/maintenance and project coordination with city departments, elected officials, affected community and business organizations, and other internal/external stakeholders. He consults with managers, and stakeholders to determine and establish project plans and goals, formulates and defines scope of work and objectives, and develops project work plans including time frames, funding initiation, contract costs, risk factors, staffing requirements, and allotment of available resources to various phases of a project.

Alfonso reviews project designs and schematics for quality, technical competence and code and standards compliance, monitors the progress and quality of a project, and resolves problems and project barriers by identifying strategies and approaches to overcome barriers. He develops project budgets, schedules, work plans, and cost estimates/projections, administers and monitors contracts including contract negotiation and preparation of contract recommendations, and monitors projects for conformance to approved plans and contract specifications. He prepares pre-bid materials defining scope of work and related information necessary for request for qualifications and request for proposals, sets up selection board; responds to questions concerning the project and/or contracts; reviews bids, and prepares recommendations. Alfonso develops a communication plan and related project status reports for key stakeholders and provides updates on project activities and information on risks and mitigation strategies. He interacts with utility companies, city agencies/departments, and other governmental agencies to obtain necessary permits and clearances and to ensure regulatory compliance.



Years of Experience

18 Years
5 Years at DEN

Credentials

Professional Engineer
CO #0051446
MO #PE-2016001309

Project Management
Professional Certification

LEED Accredited
Professional

ASHE Health Care
Construction Certification

Six Sigma Black Belt
Certification

Education

Purdue University,
West Lafayette, IN

Victor Macedo

DEN Project Manager II

Victor has 23 years of professional experience in mechanical engineering and project management. His professional practice includes overseeing transportation, drainage improvement, tunnel, water treatment facilities, power plants, fire alarm systems, and HVAC systems. Victor has the capacity to successfully and efficiently complete all steps of project management, including design, construction, and quality management.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Victor is a Senior Project Manager for DEN. He manages, coordinates, and directs multidisciplinary development, redevelopment, and capital improvement projects, including initiation, development, execution, and closing/maintenance. Work includes: Coordinating with city departments, officials, affected community, business organizations, and other stakeholders; reviewing project designs for quality and code/standards compliance; monitoring the progress and quality of a project by resolving problems and identifying strategies; developing budgets, schedules, work plans, and cost estimates/projections; administering and monitoring contracts, including the negotiation and preparation of recommendations; monitoring projects for conformance to approved plans and contract specifications; preparing pre-bid materials that define scope of work and necessary information for RFQs and RFPs; setting up selection board; developing communication plans and status reports for key stakeholders by providing updates on project activities and information on risks and mitigation strategies; preparing and monitoring the budget for project planning, design, regulatory, and construction phases; recommending project budget needs for annual appropriations; ensuring project deliverables stay on-time, on-target, and on-budget; interacting with utility companies, city agencies/departments, and other governmental agencies to obtain permits and clearances for regulatory compliance.

CDOT - Central 70 (I-25 to Chambers Road)

The \$1.17 billion design-build project includes extensive reconstruction of I-70 from Brighton Boulevard to I-270, including adding an express lane in each direction, removing the 50 year old viaduct, lowering the interstate between Brighton and Colorado Streets, constructing a new four acre cover over the interstate between Clayton and Columbine Streets, widening I-70 from I-270 to Chambers Road, and restriping. Victor was working as a Design Engineer and his postdesign duties include: Submitting completed packages to the Design team/Construction team/CDOT; Track submittals, Notice of Design Changes, Field Design Changes, Request for Information, Shop Drawings, and As-Builts; Initiating Design Progress Review, Interdisciplinary Review, and Constructibility Review; Coordinating with the design and construction teams for the distribution and approval of documents and as-built drawings.



Years of Experience

23 Years
2 Years at DEN

Credentials

CDOT -Transportation
Erosion Control
Supervisor, Basic
Highway Math,
Construction Surveying
and Plans Reading

US Army Corps of
Engineers - Construction
Quality Management for
Contractor

Education

University of Nevada,
Reno
Reno, NV
Master of Science,
Mechanical Engineering
(Pending)
B.S. Mechanical
Engineering

Christabel Cardenas

DEN Project Manager I

Christabel is a driven, professional with extensive knowledge in Construction Management. She has over 8 years of experience in Project Management in the Colorado market. Her experience with public sector and private development projects allows her to approach projects with an understanding of various stakeholder views.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Project Manager, responsible for consistent project reporting on work progress, costs, and scheduling for multiple projects in the Airports Infrastructure Management group:

- *Parking Revenue Control System*
 - Replacement upgrades of existing parking revenue equipment at 100 DEN locations.
- *Concourse A Center Core Escalator Replacement*
 - Removal of 8 existing escalators, modification of existing escalator areas to facilitate and installation of 16 new escalators.
- *Fire Pump Fuel Line Extension*
 - Installation of a new refueling station on level 6 at the north end of the West Garage Passenger drop-off. Refueling station will include remote monitoring of fuel storage tank level, with audible and visual alarms for low- and high-level fill line.
- *2019 Parking Garage Repairs - Phase 2 on the East Side parking garage*
 - The scope of work includes north roadway and expansion repair and moisture protection for the roadway bridges levels 4, 5 and 6 on the east side terminal. Repairing and replacing expansion joints on the bridges and barriers, concrete repairs on road.

Prior Experience

Wember Project Management Team, Consultant

Provided project management support for \$80M – 20 Summer Schools Project. Processed invoices, pay applications, change orders, purchase orders. Responsible for project site requirements, analysis of closeout documentation, punch lists and auditing deliverables. As Project Engineer, Managed the PMT's project schedule tracking, monitored budget and goals. Assisted PM with project development (planning, design, construction, occupancy, close-out, and warranty). Developed Owner Project Requirements, Basis of Design Documents, and other commissioning processes.



Years of Experience

8 Years

5 Years at DEN

Credentials

Graphic Design
Certificate,
Rocky Mountain School
of Art and Design

Contractor Quality
Management, CQM

LEED - Green Associate

OSHA 10-Hour

Languages Spoken:
English/Spanish

Education

Colorado State University
Fort Collins, CO
Continuing Education
Construction Management

University of CO Boulder
Boulder, CO
Bachelor of
Environmental Design

Karna Jackson

DEN Contract Administrator

Karna has extensive knowledge in managing and administering legal agreements. She is adept in the intricacies of drafting and reviewing agreements and other legal documents. She has more than 10 years of experience as a paralegal. Her experience working with clients to bring projects to a successful close is unmatched.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Contract Administrator on multiple contracts for AIM Development. Current projects include:

- *Passenger Conveyance Modernization*, which is the modernization of all elevators, escalators and walkways within the concourses.
- *Passenger Loading Bridges, Pantograph Upgrades and Walkway Upgrades*
 - Responsibilities include communicating with Contractors and Project Managers to ensure compliance with contracts, processing Change documentation in adherence to the DEN processes and assisting Project Managers with accuracy of submitted documents.

Prior Experience

The Germany Law Firm, P.C., Paralegal

Served as lead Paralegal managing an average of 80 open cases on a month-to-month basis representing 75% of the total case load for the firm. Drafted Legal Services Agreements, Deeds, corporate Bylaws and Operating Agreements. Drafted and administered trust agreements, estate administration, guardianship administration and conservatorship administration.

Tuthill & Hughes LLP

Assisted attorneys in boutique firm catering to celebrities and high value clients. Responsible for drafting Bylaws and Operating Agreements for corporations. Intricately involved in preparing estate tax returns for Trusts worth up to \$1 billion. Drafted multiple types of Deeds and business acquisition documents, Wills and Trusts and managed accountings and confidential documents for multiple celebrities.

Greene Hamrick Quinlan & Schermer, P.A

Assisted attorneys in drafting all estate planning documents, deeds, prenuptial agreements, corporate Bylaws and Operational Agreements, promissory notes and other corporation formations. Notary Public. Extensive knowledge of drafting programs and time management programs. Led signings of all estate planning documents and corporate signings. Maintained relationships with court and e-filing systems.



Years of Experience

10 Years

5 Years at DEN

Education

Texas Woman's

University

Denton, TX

Graduate School of

Information Science

Arizona State University

Tempe, AZ

B.S. History

Phoenix College

Phoenix, AZ

Associate in Arts

Rodney Castleman

DEN Project Manager I

Rodney has over 44 years of experience in the construction industry that spans the globe. He managed Projects and Programs with care and is able to navigate complex issues while keeping the clients' best interests at the forefront. His experience worldwide has prepared him for the most challenging obstacles and equipped him with cultural diversity and a broader understanding of the dynamics complex projects often face. His invaluable insight into the DEN processes, having served first as a Contract Administrator and now as Project Manager, allows him to be a great mentor and coach of the whole picture to junior staff on his projects. He does so with a calm demeanor and professionalism.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Rodney and Sunland supported the last two PMSS contracts and provided subconsultant services to JA Watts, Inc., and Parsons Brinkerhoff, Inc. Rodney's services included contract preparation, site investigations, cost estimating, construction management, value engineering/ constructibility reviews, and permit compliance. Rodney assisted with planning, programming, design, and construction of a multitude of projects and Programs at DEN. Rodney's most notable projects include:

- *Boiler 1, 3, & 4 Ph I & II* – replacing of existing boilers and pumps to meet the heating and chilling requirements of a rapidly growing airport (\$34M)
- *Emergency Fuel Shut Off* – replacement and upgrade of the emergency fuel shut off system (\$10M)
- *Design Phase for AOB & Terminal Fire Pump Replacement* – replacement of the fire pumps in the AOB building and the terminal (\$3M)
- *Terminal Stairwell Pressurization* – repressurized terminal stairwells force requirements to meet DFD fire code requirements (\$1M)
- *Concourse B Fire Alarm Upgrade* – upgraded the fire alarm system in Concourse B (\$5M)
- *Terminal & AOB Fire Pump Replacement* (\$3M)
- *GPS Base Station Relocation* (\$200K)



Years of Experience

44 Years

6 Years at DEN

Credentials

Cert. # 2148006

ISO 9001 Lead Auditor

2015 #Q20716

Education

New Mexico State
University

Las Cruces, NM

B.S. Business
Administration,
Concentration in Finance

Six Sigma Lean Green
Belt Certified (LGBC),
Management and
Strategy Institute; Feb
2016; Credential ID
3240505

Abel Garcia

DEN Principal Project Manager

Abel is a Founding member of V-1 Consulting LLC. He has invaluable experience in airport planning, design and construction, including extensive Baggage Handling Systems (BHS). He has managed all phases of construction from inception, through design, procurement, construction, and closeout while being responsible for cost, schedule, quality and safety.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

City of Denver, BHS Program Director – Denver, CO

Program manager for all active BHS projects, Consolidated CBRA, 5.5 project and Level 3 make-ups. Providing project controls, scheduling, program management support and contract management oversight. Support to the Executive VP of Special Projects.

Prior Experience

Alaska Airlines, SEA Baggage Optimization Project – Seattle, WA

Provided professional peer review services identifying and evaluating opportunities to reduce overall schedule and costs on the \$300M SEA Baggage Optimization Project at Seattle-Tacoma International Airport. Complete schedule and duration analysis identifying critical path, re-sequencing opportunities and delivery method alternatives. Advisory role with active construction programs providing scheduling, cost estimating and operational mitigation plans.

Senior Project Manager, United Airlines, Inc.

Senior Manager in United's Corporate Real Estate Planning and Development department leading programming development, planning design and construction for multiple domestic and international aviation projects and company initiatives including but not limited to: SFO Polaris Lounge, Denver Flight Training Facility (Phase 1 and Phase 2), development of baggage system initiatives for stabilization and optimization projects at DEN, IAD, IAH, EWR. Multiple United Club renovation projects at IAH, LAX, SFO, HNL and LHR.



Years of Experience

21 Years

6 Years at DEN

Credentials

Millwright Journeyman
Certification

Primavera 6

Safety Trained Supervisor
(STS)

Permit Required
Confined Space

GE Gas Turbine
Qualification Program

Rigging

Clark Bender

DEN Project Manager II

Clark is an experienced Project Manager with emphasis in operational impact, efficiencies, reliability, and innovation. Clark has 30+ years in the construction industry with the last five in the aviation industry working for various clients, including Denver International Airport and United Airlines in operational and strategic roles. Clark has had the opportunity to work across multiple market sectors including heavy civil & marine, power plant, hospitality, office, K-12 and higher education, retail, aerospace and healthcare.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Lead Design Teams, General Contractors, DEN-Special Inspections, and Airline liaisons through initial phases of design to project completion. Currently leading a DEN support team for a Baggage Handling System (BHS) project at the Main Terminal that provides odd sized (OS) checked baggage inputs from Level 6 to Level 3 and rectifying outstanding Denver Building Department smoke control issues.

Prior Experience

W.E. O'Neil Construction Co. of CO, Preconstruction Manager

Conceptual, Schematic and Construction pricing. Review constructability of projects while in the preconstruction phase. Lead Clients and Design Teams through the cost management process. Preconstruction lead for a multi-family, 77 unit with underground parking project located in Boulder, CO.

Jones Lang LaSalle, Vice President Project Development Services

Project controls related to schedule and cost. Led the vendor (Designers, Contractors, Furniture, low voltage, etc.) selection process for Clients. Master planning conceptual budgeting. Led a team of JLL co-workers for various specific projects. Staff planning responsibilities that included recruiting and hiring needs.

Project highlights included leading a United Airlines support team during the renovation of the 500,000 SF Flight Training Center campus and the design / construction of the new 80,000 SF simulator Building G. Providing conceptual budget and schedule Master Planning to the State of Colorado Human Services to evaluate mental health facilities in Pueblo and at the Fort Logan campus. Supported a team by providing conceptual budgets to the City and County of Denver for Master Planning upgrades to the Colorado Convention Center. Led a CDOT support team through the land procurement, design / construction team selection process and design document for the new HQ & Region 1 office building.



Years of Experience

33 Years

5 Years at DEN

Credentials

LEED Accredited
Professional

OSHA 30 Certification

The Cycle of Leadership
U. of Michigan

NIOSH 582 trained

Education

Colorado State University
Fort Collins, CO
B.S. Construction
Management

Ken Barbee

DEN Project Manager I

Ken is a construction management professional with 5+ years of construction project management experience managing all phases of projects from inception through design, construction, and closeout. Ken has had the opportunity to manage projects across multiple market sectors including aviation, lodging, private office, healthcare, and higher education.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

DEN TSA Enabling Baggage Project, Assistant Project Manager

The scope for this project includes the installation of two new Odd Size Conveyors and code upgrades throughout the terminal. To successfully complete this project, Ken has led and participated in regular coordination meetings with the airlines and Terminal Operations. Ken has also overseen the quality control of the project to ensure DEN's standards are being met. In addition to the responsibilities listed above, Ken has managed the design team and all construction cost changes.

DEN Interim Baggage Storage Office Buildouts, Assistant Project Manager

Enabling work for the Great Hall project to complete structural upgrades within the existing baggage storage offices. Ken was responsible for facilitating existing condition reviews with Jacobs (design team). This process included reviews of existing baggage offices with the airlines and understanding their needs for the interim spaces, as well as reviewing the terminal spaces that will be utilized for the interim spaces and ensuring terminal operations were on board with design decisions.



Years of Experience

6 Years

1 Year at DEN

Credentials

OSHA 30-Hour
Construction

ASTA Scheduling
Software

Microsoft Project
Software

Project Management
Software (Prolog
Projectsight, Aconex,
etc.)

Education

Eastern Illinois
University
Charleston, IL
B.S. Construction
Management

Octavia Gafford

DEN Contract Administrator

Experienced in major design and construction projects within finance and administration, working on construction/engineering invoice review, and processing. Executed the monitoring, recording, and verification of costs and budgets, and conducted adjustments. Proficient in Prolog Manager, provided training and supervision of existing and new employees on the various operations of the Prolog database. Engineering and Construction contract review for compliance, accuracy, and consistency. Contact person for Program directors, project managers, and clients providing proper lines of communication.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Octavia works on the various Baggage Handling System at DEN. She records RFIs and submittals, prepares task orders, assists with on-boarding activities, reviews and prepares company invoices, edits monthly report narratives.

Prior Experience

Skanska Traylor Shea, Document Control / Submittal Specialist

Westside Purple Line Extension Project, Section 1: Conducted processes and procedures to effectively assist the project team with data management, document retention, and workflow processes, quality checking documents, and workflow management. Reviewed, uploaded, and published drawings via SharePoint for field use.

Primeskill Staffing Temporary Services, Quality Control

Performed quality control activities for various novelty and food products prior to transport. Monitored production processes and identified and conducted repairs to ensure products met the company's quality standards.

Turner Construction, Cost Control/Payment Analyst

Terminal 4 Gate Expansion Project: CPM Office Review, correction, and preparation of contractor payment applications for client approval. Chair draft payment application review meetings. Review of CPM reimbursable budgets, preparation of requests for client approval. Assist Program Controls Manager and Project Managers with contractor contract compliance. Compiled and edited abbreviated and full monthly reports for the project.



Years of Experience

21 Years

1 Year at DEN

Credentials

Professional Event Planner

Procore Admin Certification

Education

Broward College,
Business Management

Seth Johnson

DEN Project Manager II

Seth is a construction management professional with over 15 years of project management, planning, and project controls experience.

Denver International Airport (DEN) Project Management and Support Services (PMSS)

Project controls manager for all active BHS projects, Consolidated CBRA, 5.5 project and TSA recapitalization. Providing project controls, and scheduling. Supporting the project teams and the Program Manager.

Prior Experience

Kiewit Infrastructure Co., Senior Project Engineer

As a Senior Project Engineer, Seth managed personnel in mega design build Central 70 project for the I70 expansion in Denver, Colorado. He oversaw daily cost/productivity meetings (PF's, Cost per unit, etc.) subcontracts, change management, schedule, trucking operations, bulk commodities, temporary barrier, on-site crushers, cost control, accounts payable, and project dashboards. He reviewed monthly reports and updated forecast with senior leadership. NDC, FDC, and NCR management.

Wood Group, USA Business Manager

As an integral member of the leadership team, Seth formulated business unit strategies and objectives, prepared budgets, defined KPIs, analyzed business performance, and enforced cost control. He monitored and proactively adjusted office billability and utilization for trends, variances, and opportunities for improvement. Seth conducted financial analysis and profitability vs. risk evaluation. He managed business unit's effort in estimating, commercial, project controls and PMO. He frequently and thoroughly reviewed projects to optimize cost containment, change management, scope of work, schedule adherence, progress, and productivity. Seth oversaw construction, project management, project controls, and safety for projects of all size, including but not limited to: The Stonehenge pipeline expansion in PA under the Allegheny River, The RH Risberg pipeline expansion in Erie, PA, The Targa 80 mile expansion near Fort Worth, TX.



Years of Experience

17 Years

1 Year at DEN

Credentials

P6 Scheduling Software

Microsoft Project
Software

PowerBI

ERP

Education

Bachelors of Arts in
Liberal Studies Master's
College
Santa Clarita, CA

Masters of Business
Administration Webster's
University
St. Louis, MO



Additional Resources

Full resumes available upon request.

 <p>Pam Kohl Senior Project Manager 32 Years of Professional Experience</p>	 <p>Carin Groh Project Manager 12 Years of Professional Experience B.S., Construction Engineering (Minor: Math) B.A., Public Relations (Minor: Advertising & Promotions)</p>
 <p>Shari Snead Assistant Project Manager 28 Years of Professional Experience B.S., Architectural Engineering</p>	 <p>Lynne Walker Contract Administrator 40 Years of Professional Experience</p>
 <p>Caroline Metzger Project Engineer 2 Years of Professional Experience B.S., Environmental & Ecological Engineering</p>	 <p>Scott Johnson Executive Vice President 20 Years of Professional Experience B.S., Construction Management (Minor: Business Admin.)</p>
 <p>Karissa Pearson Assistant Project Manager 8 Years of Professional Experience B.S., Civil Engineering</p>	 <p>Kaitlin Doherty Senior Project Manager 8 Years of Professional Experience B.S., Management Information Systems + Business Analytics Emphasis in Project Management</p>
 <p>Brett Peters Project Manager 7 Years of Professional Experience B.S., Drafting and Design</p>	 <p>Davita Johnson Project Manager 11 Years of Professional Experience B.S., Construction, Engineering, Management & Tech. M.S., Management</p>



J.A. Watts, Inc.
 Contract No. 202262936-00

Integrated Project Management Support Services (IPMSS) - Facilities
 RFP No.202262936
 J.A. Watts, Inc.



Additional Resources








Full resumes available upon request.

 <p>Camilla Prado Contract Administrator 3 Years of Professional Experience B.S., Environmental Engineering M.S. Regional & City Planning, Environmental Planning</p>	 <p>Raul Gierbolini Electrical Inspector 14 Years of Industry Experience</p>
 <p>Ellice Weaver Project Manager 20 Years of Professional Experience B.S., Business M.B.A., Project Management Construction Management Specialization</p>	 <p>Susan Ostergaard Senior Chief Inspector 17 Years of Industry Experience</p>
 <p>Alex Bernier Civil Inspector 8 Years of Industry Experience</p>	 <p>Erik Christensen Project Manager & CM 31 Years of Professional Experience A.S., Architecture / Engineering Technology</p>
 <p>Hayel Dehleh Construction Inspector 35 Years of Industry Experience</p>	 <p>Scott Bishop Project Engineer 22 Years of Professional Experience B.S., Civil Engineering</p>
 <p>Mark Percy Project Manager 30 Years of Professional Experience B.S., Environmental Design</p>	 <p>Kevin Ashby Principal & Chief Design Officer 38 Years of Professional Experience B.S., Architecture</p>



Additional Resources

Full resumes available upon request.

 <p>Tara Burke Associate Principal & Project Manager 20 Years of Professional Experience BENVD M.A., Architecture</p>	 <p>Alexander Jackson Senior Aviation Project Manager 12 Years of Professional Experience B.S., Aviation Management M.B.A., Aviation Management</p>
 <p>Amanda Fitzjarrald Project Architect 12 Years of Professional Experience BENVD</p>	 <p>Scott Feuerstein Lead Consultant, Project Management 14 Years of Professional Experience Locksmithing & Safe Repair</p>
 <p>Michael Kutz Associate Principal & BIM Manager 12 Years of Professional Experience M.A., Architecture</p>	 <p>James Gordon Technology, Project Manager 19 Years of Professional Experience Infocomm-CTS; SynAudCon-Emergency Communication Systems Design; ATLAS0IED GlobalCom IP</p>
 <p>Fred Schultz Senior Project Manager & Architect 31 Years of Professional Experience B.S., Design / Architecture M.A., Architecture, University of Florida</p>	



Thank you

