

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 **ALFRED BENESCH & COMPANY**, an Illinois corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain professional design services; and

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

WHEREAS, Contractor’s proposal was selected for award of the On-Call Infrastructure Design (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Design, Engineering and Construction (“**DEC**”) 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 Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (each a “**Task Order**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. The SVP may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement. Contractor shall comply with ***Exhibit D*** (“**Professional Services Task Order Process**”) regarding Task Orders.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

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

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

iv. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. For each Task Order, Contractor will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-contractors.

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

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

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

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”) unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

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

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

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

C. Suspension and Termination.

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

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

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

- a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure, as defined below.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Section 4 (C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final

invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Eight Million Dollars and No Cents (\$8,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement.

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

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

D. Fee. Initial hourly rates and charges are set forth in *Exhibit B* (“Rates”). The SVP, in their sole discretion, may annually adjust the Rates. Approved rate adjustments shall go into effect on January 1. Rate adjustments shall not exceed the percentage allocated in the City’s most recent budget for the average merit increase across City employees. The City shall consider an adjustment to Rates pursuant to this Section only upon Contractor’s written request submitted to the Project Manager no later than sixty (60) days prior to the date such adjustment would be effective if approved by the City and shall be accompanied by a justification letter with documentation supporting Contractor’s request. Subject to the maximum percentage for any adjustment provided herein, the City reserves the right to accept, reject, or negotiate Contractor’s requested rate adjustments or timing thereof.

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

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“Invoice”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement, including *Exhibit D*.

i. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

ii. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise ("MWBE").

i. This Agreement is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is 21 %, as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form, submitted by Contractor.

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

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 28-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

Date bid or proposal issuance was advertised: August 22, 2025.

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver (“**Auditor**”) with a list of all subcontractors providing any services under this Agreement.

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

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. Compliance With Denver Wage Laws. To the extent applicable to Contractor’s provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26 (“**Wage Ordinances**”) including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the Wage Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

9. DISPUTES:

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

10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

11. GENERAL TERMS AND CONDITIONS:

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

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

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 U.S.C. § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Consultant as soon as practicable.

D. Compliance with all Laws and Regulations.

i. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

ii. Contractor shall perform all work in compliance with Executive Order No. 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design (“LEED”) Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

E. Compliance with Patent, Trademark and Copyright Laws.

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

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

F. Notices.

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

by Contractor to:

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

And by the City to:

Alfred Benesch & Company
7979 E. Tufts Ave., Suite 800
Denver, CO 80237
ATTN: Jess Hastings
Phone: 303-345-7929
Email: jhastings@benesch.com

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

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

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

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow

any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

L. Cooperation with Other Contractors.

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

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. **Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as **Exhibit E ("EDI Plan")**. The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

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

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

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 et seq., and Contractor

agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney staff time.

E. Examination of Records and Audits.

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

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Agreement, any duly authorized representative of the City,

including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

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

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of this Agreement, the City determines that a potential conflict of interest exists or may exist,

Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration (“TSA”). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal

rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix No. 1*.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Professional Services Task Order Process

Exhibit E: EDI Plan

Exhibit F: Request for Proposals and Contractor's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1

Section 1 through 17 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit E

Exhibit D

Exhibit F

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202582719-00
ALFRED BENESCH & COMPANY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

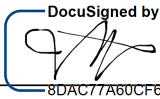
By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number: PLANE-202582719-00
Contractor Name: ALFRED BENESCH & COMPANY

By:  DocuSigned by:
8DAC77A60CF64F6...

Name: Jess Hastings
(please print)

Title: Sr Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Contractor under the contract until Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SCOPE OF WORK

OPR: Design Engineering and Construction – Infrastructure
Supersedes: None
Certified by: Director, Infrastructure

The Scope of Work for this Agreement shall be for task-order-based, on-call professional design services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The Contractor team ("Contractor") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the Agreement; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

<https://www.flydenver.com/business-and-community/tenant-information/>

SERVICES INCLUDE:

The Contractor will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Contractor team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Contractor's general requirements are defined in the Agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Contractor in a Request for Proposal in the format as defined by the Agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Contractors for competitive proposals or when a Task or Project requires specialty team qualifications. The Contractor shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the Agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Unless otherwise noted in the Agreement, the Contractor's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-Contractor under the Agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the Agreement or Request for Proposal document. The Contractor understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Contractor and its sub-Contractors' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Contractor shall reference the Task Order Proposals and Execution Process Exhibit in the Agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

SERVICES AUTHORIZATION

The Contractor is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Contractor by the DEN designated representative. Upon approval of the Contractor's proposal, the DEN designated representative issues a written service authorization to the Contractor in the format as defined in the Agreement. Based on a Notice to Proceed (NTP) date agreed between the Contractor and the DEN designated representative, the Contractor shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Contractor without a fully executed written service authorization from the DEN designated representative.

TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

The types of tasks that the Contractor executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Contractor when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. Airfield Pavement Design

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.

2. Roadway Design

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

DENVER INTERNATIONAL AIRPORT

8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

-
- a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.

3. Bridge Design

- a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.

4. Parking Facilities

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.

5. Structural Engineering Design

- a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.

6. Geotechnical Investigations and Other Predesign Services

- a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.

7. Survey and Mapping

- a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.

8. Miscellaneous Design Services

- a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.

9. Construction Phase Support Services

- a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

DENVER INTERNATIONAL AIRPORT

8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

END OF EXHIBIT



EXHIBIT B COVER

Denver International Airport Design, Engineering, & Construction (DEC)

Professional Services Agreements Core Staff Rates

DEN Contract Name:	On-Call Infrastructure Design
DEN Contract Number:	202582719
Prime Consultant:	Alfred Benesch & Company
Project Name:	On-Call Infrastructure Design
Project Number:	N/A
MWBE/SBE/DBE Contractual Goal:	21%
Consultant Main Point of Contact (POC):	Jess Hastings
Consultant Main POC Email Address:	jhastings@benesch.com
Consultant Main POC Phone Number:	(303) 771-6868

Contract Point of Contact Signature

Jess Hastings

Contract Point of Contact Name

Date:



City and County of Denver

Company Proprietary Information

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

Revision July 2025



COMPANY INFO

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	Alfred Benesch & Company	Prime	2.94	
2	105 West, Inc.	Sub	3.08	2%
3	Aeris Engineering, LLC	Sub	2.416	2%
4	Dibble & Associates Consulting Engineers, Inc.	Sub	3.2	
5	Goodbee & Associates, Inc.	Sub	2.7026	1%
6	Granite Engineering Group, Inc.	Sub	2.4921	2%
7	HCL Engineering & Surveying	Sub	3.23	2%
8	HG Consult, Inc.	Sub	3	2%
9	Pinyon Environmental, Inc.	Sub	3.42	
10	PK Electrical, Inc.	Sub	2.84	2%
11	Shrewsberry & Associates, LLC	Sub	3.34	5%
12	Yeh & Associates, Inc.	Sub	2.9848	3%
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				



STAFF RATES

Core Staff Rates

** The "Base Rate" for any employee of the Prime or Sub Consultant is the average annual salary for the Position listed, divided by 2,080.

	Company Name	Prime or Sub-Contractor	Position	Experience Level	Base Rate**	Multiplier	Calendar Year 1	Calendar Year 2	Calendar Year 3	Calendar Year 4	Calendar Year 5	Calendar Year 6
1	Alfred Benesch & Company	Prime	Contract Administrator/Manager	Level 5, Managerial	\$ 95.00	2.94	\$ 279.30	\$ 287.68	\$ 296.31	\$ 305.20	\$ 314.35	\$ 323.79
2	Alfred Benesch & Company	Prime	Quality Control Engineer	Level 4, Supervisory	\$ 80.00	2.94	\$ 235.20	\$ 242.26	\$ 249.52	\$ 257.01	\$ 264.72	\$ 272.66
3	Alfred Benesch & Company	Prime	Project Controls Engineer/Manager	Level 5, Managerial	\$ 85.00	2.94	\$ 249.90	\$ 257.40	\$ 265.12	\$ 273.07	\$ 281.26	\$ 289.70
4	Alfred Benesch & Company	Prime	Design/Construction Project Manager	Level 4, Supervisory	\$ 79.00	2.94	\$ 232.26	\$ 239.23	\$ 246.40	\$ 253.80	\$ 261.41	\$ 269.25
5	Alfred Benesch & Company	Prime	Design/Construction Project Manager	Level 2, Developmetal	\$ 70.10	2.94	\$ 206.09	\$ 212.28	\$ 218.65	\$ 225.20	\$ 231.96	\$ 238.92
6	Alfred Benesch & Company	Prime	Design/Construction Project Manager	Level 1, Entry	\$ 58.50	2.94	\$ 171.99	\$ 177.15	\$ 182.46	\$ 187.94	\$ 193.58	\$ 199.38
7	Alfred Benesch & Company	Prime	Project Engineer	Level 1, Entry	\$ 46.95	2.94	\$ 138.03	\$ 142.17	\$ 146.44	\$ 150.83	\$ 155.36	\$ 160.02
8	Alfred Benesch & Company	Prime	Project Engineer	Level 2, Developmetal	\$ 50.70	2.94	\$ 149.06	\$ 153.53	\$ 158.14	\$ 162.88	\$ 167.77	\$ 172.80
9	Alfred Benesch & Company	Prime	Project Engineer	Level 3, Full Experience	\$ 55.55	2.94	\$ 163.32	\$ 168.22	\$ 173.26	\$ 178.46	\$ 183.81	\$ 189.33
10	Alfred Benesch & Company	Prime	Project Engineer	Level 4, Supervisory	\$ 60.55	2.94	\$ 178.02	\$ 183.36	\$ 188.86	\$ 194.52	\$ 200.36	\$ 206.37
11	Alfred Benesch & Company	Prime	Engineer Technician	Level 1, Entry	\$ 38.10	2.94	\$ 112.01	\$ 115.37	\$ 118.84	\$ 122.40	\$ 126.07	\$ 129.85
12	Alfred Benesch & Company	Prime	Engineer Technician	Level 2, Developmetal	\$ 42.55	2.94	\$ 125.10	\$ 128.85	\$ 132.72	\$ 136.70	\$ 140.80	\$ 145.02
13	Alfred Benesch & Company	Prime	Technical Support	Level 1, Entry	\$ 27.20	2.94	\$ 79.97	\$ 82.37	\$ 84.84	\$ 87.38	\$ 90.00	\$ 92.70
14	Alfred Benesch & Company	Prime	Technical Support	Level 2, Developmetal	\$ 38.45	2.94	\$ 113.04	\$ 116.43	\$ 119.93	\$ 123.53	\$ 127.23	\$ 131.05
15	Alfred Benesch & Company	Prime	Technical Support	Level 4, Supervisory	\$ 48.30	2.94	\$ 142.00	\$ 146.26	\$ 150.65	\$ 155.17	\$ 159.82	\$ 164.62
16	Alfred Benesch & Company	Prime	Administrative Support	Level 2, Developmetal	\$ 34.00	2.94	\$ 99.96	\$ 102.96	\$ 106.05	\$ 109.23	\$ 112.51	\$ 115.88
17	Alfred Benesch & Company	Prime	Administrative Support	Level 3, Full Experience	\$ 33.35	2.94	\$ 98.05	\$ 100.99	\$ 104.02	\$ 107.14	\$ 110.36	\$ 113.67
18	Alfred Benesch & Company	Prime	Design/Construction Project Manager	Level 1, Entry	\$ 52.75	2.94	\$ 155.09	\$ 159.74	\$ 164.53	\$ 169.47	\$ 174.55	\$ 179.79
19	Alfred Benesch & Company	Prime	Design/Construction Project Manager	Level 3, Full Experience	\$ 57.85	2.94	\$ 170.08	\$ 175.18	\$ 180.44	\$ 185.85	\$ 191.43	\$ 197.17
20	Alfred Benesch & Company	Prime	Design/Construction Project Manager	Level 4, Supervisory	\$ 67.35	2.94	\$ 198.01	\$ 203.95	\$ 210.07	\$ 216.37	\$ 222.86	\$ 229.55
21	Alfred Benesch & Company	Prime	Construction Manager	Level 2, Developmetal	\$ 49.35	2.94	\$ 145.09	\$ 149.44	\$ 153.92	\$ 158.54	\$ 163.30	\$ 168.20
22	Alfred Benesch & Company	Prime	Construction Manager	Level 3, Full Experience	\$ 59.55	2.94	\$ 175.08	\$ 180.33	\$ 185.74	\$ 191.31	\$ 197.05	\$ 202.96
23	Alfred Benesch & Company	Prime	Construction Manager	Level 4, Supervisory	\$ 73.50	2.94	\$ 216.09	\$ 222.57	\$ 229.25	\$ 236.13	\$ 243.21	\$ 250.51
24	Alfred Benesch & Company	Prime	Construction Manager/Engineer	Level 1, Entry	\$ 43.55	2.94	\$ 128.04	\$ 131.88	\$ 135.83	\$ 139.91	\$ 144.11	\$ 148.43
25	Alfred Benesch & Company	Prime	Construction Manager/Engineer	Level 2, Developmetal	\$ 51.05	2.94	\$ 150.09	\$ 154.59	\$ 159.23	\$ 164.00	\$ 168.92	\$ 173.99
26	Alfred Benesch & Company	Prime	Construction Manager/Engineer	Level 4, Supervisory	\$ 55.10	2.94	\$ 161.99	\$ 166.85	\$ 171.86	\$ 177.02	\$ 182.33	\$ 187.80
27	Alfred Benesch & Company	Prime	Construction Representative	Level 1, Entry	\$ 27.90	2.94	\$ 82.03	\$ 84.49	\$ 87.02	\$ 89.63	\$ 92.32	\$ 95.09
28	Alfred Benesch & Company	Prime	Construction Representative	Level 2, Developmetal	\$ 29.95	2.94	\$ 88.05	\$ 90.69	\$ 93.42	\$ 96.22	\$ 99.10	\$ 102.08
29	Alfred Benesch & Company	Prime	Construction Representative	Level 3, Full Experience	\$ 36.75	2.94	\$ 108.05	\$ 111.29	\$ 114.62	\$ 118.06	\$ 121.61	\$ 125.25
30	Alfred Benesch & Company	Prime	Construction Representative	Level 4, Supervisory	\$ 43.55	2.94	\$ 128.04	\$ 131.88	\$ 135.83	\$ 139.91	\$ 144.11	\$ 148.43
31	Alfred Benesch & Company	Prime	Construction Representative	Level 5, Managerial	\$ 50.35	2.94	\$ 148.03	\$ 152.47	\$ 157.04	\$ 161.76	\$ 166.61	\$ 171.61
32	105 West, Inc.	Sub	Land Surveyor	Level 5, Managerial	\$ 74.95	3.08	\$ 230.85	\$ 237.77	\$ 244.90	\$ 252.25	\$ 259.82	\$ 267.61
33	105 West, Inc.	Sub	Land Surveyor	Level 5, Managerial	\$ 70.67	3.08	\$ 217.66	\$ 224.19	\$ 230.92	\$ 237.85	\$ 244.98	\$ 252.33
34	Aeris Engineering, LLC	Sub	Engineer	Level 5, Managerial	\$ 92.13	2.42	\$ 222.59	\$ 229.26	\$ 236.14	\$ 243.23	\$ 250.52	\$ 258.04
35	Aeris Engineering, LLC	Sub	Engineer	Level 4, Supervisory	\$ 80.77	2.42	\$ 195.14	\$ 200.99	\$ 207.02	\$ 213.24	\$ 219.63	\$ 226.22
36	Aeris Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$ 65.63	2.42	\$ 158.56	\$ 163.32	\$ 168.22	\$ 173.27	\$ 178.46	\$ 183.82
37	Aeris Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$ 55.52	2.42	\$ 134.14	\$ 138.16	\$ 142.31	\$ 146.57	\$ 150.97	\$ 155.50
38	Dibble & Associates Consulting Engineers, Inc.	Sub	Construction Manager/Engineer	Level 4, Supervisory	\$ 82.70	3.20	\$ 264.64	\$ 272.58	\$ 280.76	\$ 289.18	\$ 297.85	\$ 306.79
39	Dibble & Associates Consulting Engineers, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 95.49	3.20	\$ 305.57	\$ 314.74	\$ 324.18	\$ 333.90	\$ 343.92	\$ 354.24
40	Dibble & Associates Consulting Engineers, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 88.95	3.20	\$ 284.64	\$ 293.18	\$ 301.97	\$ 311.03	\$ 320.36	\$ 329.98
41	Dibble & Associates Consulting Engineers, Inc.	Sub	Design/Construction Project Manager	Level 3, Full Experience	\$ 82.70	3.20	\$ 264.64	\$ 272.58	\$ 280.76	\$ 289.18	\$ 297.85	\$ 306.79
42	Dibble & Associates Consulting Engineers, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 44.00	3.20	\$ 140.80	\$ 145.02	\$ 149.37	\$ 153.86	\$ 158.47	\$ 163.23
43	Dibble & Associates Consulting Engineers, Inc.	Sub	Project Engineer	Level 4, Supervisory	\$ 56.74	3.20	\$ 181.57	\$ 187.02	\$ 192.63	\$ 198.40	\$ 204.36	\$ 210.49
44	Dibble & Associates Consulting Engineers, Inc.	Sub	Project Engineer	Level 3, Full Experience	\$ 52.89	3.20	\$ 169.25	\$ 174.33	\$ 179.56	\$ 184.94	\$ 190.49	\$ 196.20
45	Dibble & Associates Consulting Engineers, Inc.	Sub	Project Engineer	Level 2, Developmetal	\$ 43.95	3.20	\$ 140.64	\$ 144.86	\$ 149.20	\$ 153.68	\$ 158.29	\$ 163.04
46	Goodbee & Associates, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$ 48.00	2.70	\$ 129.72	\$ 133.62	\$ 137.63	\$ 141.75	\$ 146.01	\$ 150.39
47	Goodbee & Associates, Inc.	Sub	Administrative Support	Level 2, Developmetal	\$ 33.00	2.70	\$ 89.19	\$ 91.86	\$ 94.62	\$ 97.46	\$ 100.38	\$ 103.39
48	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 88.00	2.70	\$ 237.83	\$ 244.96	\$ 252.31	\$ 259.88	\$ 267.68	\$ 275.71
49	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 65.00	2.70	\$ 175.67	\$ 180.94	\$ 186.37	\$ 191.96	\$ 197.72	\$ 203.65
50	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 3, Full Experience	\$ 60.00	2.70	\$ 162.16	\$ 167.02	\$ 172.03	\$ 177.19	\$ 182.51	\$ 187.98
51	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 2, Developmetal	\$ 55.00	2.70	\$ 148.64	\$ 153.10	\$ 157.70	\$ 162.43	\$ 167.30	\$ 172.32
52	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 1, Entry	\$ 50.00	2.70	\$ 135.13	\$ 139.18	\$ 143.36	\$ 147.66	\$ 152.09	\$ 156.65
53	Goodbee & Associates, Inc.	Sub	Engineer	Level 5, Managerial	\$ 88.00	2.70	\$ 237.83	\$ 244.96	\$ 252.31	\$ 259.88	\$ 267.68	\$ 275.71
54	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$ 52.00	2.70	\$ 140.54	\$ 144.75	\$ 149.09	\$ 153.57	\$ 158.17	\$ 162.92
55	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 44.00	2.70	\$ 118.91	\$ 122.48	\$ 126.16	\$ 129.94	\$ 133.84	\$ 137.85
56	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$ 40.00	2.70	\$ 108.10	\$ 111.35	\$ 114.69	\$ 118.13	\$ 121.67	\$ 125.32
57	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 1, Entry	\$ 36.00	2.70	\$ 97.29	\$ 100.21	\$ 103.22	\$ 106.32	\$ 109.50	\$ 112.79
58	Goodbee & Associates, Inc.	Sub	Instrument Technician	Level 3, Full Experience	\$ 48.00	2.70	\$ 129.72	\$ 133.62	\$ 137.63	\$ 141.75	\$ 146.01	\$ 150.39
59	Goodbee & Associates, Inc.	Sub	Instrument Technician	Level 2, Developmetal	\$ 40.00	2.70	\$ 108.10	\$ 111.35	\$ 114.69	\$ 118.13	\$ 121.67	\$ 125.32
60	Goodbee & Associates, Inc.	Sub	Instrument Technician	Level 1, Entry	\$ 33.00	2.70	\$ 89.19	\$ 91.86	\$ 94.62	\$ 97.46	\$ 100.38	\$ 103.39
61	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 5, Managerial	\$ 65.00	2.70	\$ 175.67	\$ 180.94	\$ 186.37	\$ 191.96	\$ 197.72	\$ 203.65
62	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 4, Supervisory	\$ 60.00	2.70	\$ 162.16	\$ 167.02	\$ 172.03	\$ 177.19	\$ 182.51	\$ 187.98
63	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 3, Full Experience	\$ 55.00	2.70	\$ 148.64	\$ 153.10	\$ 157.70	\$ 162.43	\$ 167.30	\$ 172.32
64	Goodbee & Associates, Inc.	Sub	Landscape Architect	Level 2, Developmetal	\$ 51.00	2.70	\$ 137.83	\$ 141.97	\$ 146.23	\$ 150.61	\$ 155.13	\$ 159.79
65	Goodbee & Associates, Inc.	Sub	Party Chief	Level 4, Supervisory	\$ 53.00	2.70	\$ 143.24	\$ 147.53	\$ 151.96	\$ 156.52	\$ 161.22	\$ 166.05
66	Granite Engineering Group, Inc.	Sub	Engineer	Level 1, Entry	\$ 31.25	2.49	\$ 77.88	\$ 80.21	\$ 82.62	\$ 85.10	\$ 87.65	\$ 90.28
67	Granite Engineering Group, Inc.	Sub	Engineer	Level 2, Developmetal	\$ 40.50	2.49	\$ 100.93	\$ 103.96	\$ 107.08	\$ 110.29	\$ 113.60	\$ 117.01
68	Granite Engineering Group, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 57.00	2.49	\$ 142.05	\$ 146.31	\$ 150.70	\$ 155.22	\$ 159.88	\$ 164.67
69	Granite Engineering Group, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 69.00	2.49	\$ 171.95	\$ 177.11	\$ 182.43	\$ 187.90	\$ 193.54	\$ 199.34
70	Granite Engineering Group, Inc.	Sub	Engineer	Level 5, Managerial	\$ 85.00	2.49	\$ 211.83	\$ 218.18	\$ 224.73	\$ 231.47	\$ 238.41	\$ 245.57
71	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 1, Entry	\$ 22.00	2.49	\$ 54.83	\$ 56.47	\$ 58.17	\$ 59.91	\$ 61.71	\$ 63.56
72	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$ 27.00	2.49	\$ 67.29	\$ 69.31	\$ 71.38	\$ 73.53	\$ 75.73	\$ 78.00
73	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 31.00	2.49	\$ 77.26	\$ 79.57	\$ 81.96	\$ 84.42	\$ 86.95	\$ 89.56
74	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$ 36.00	2.49	\$ 89.72	\$ 92.41	\$ 95.18	\$ 98.03	\$ 100.98	\$ 104.00
75	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 5, Managerial	\$ 41.00	2.49	\$ 102.18	\$ 105.24	\$ 108.40	\$ 111.65	\$ 115.00	\$ 118.45
76	Granite Engineering Group, Inc.	Sub	Inspector	Level 1, Entry	\$ 25.00	2.49	\$ 62.30	\$ 64.17	\$ 66.10	\$ 68.08	\$ 70.12	\$ 72.23
77	Granite Engineering Group, Inc.	Sub	Inspector	Level 2, Developmetal	\$ 29.00	2.49	\$ 72.27	\$ 74.44	\$ 76.67	\$ 78.97	\$ 81.34	\$ 83.78
78	Granite Engineering Group, Inc.	Sub	Inspector	Level 3, Full Experience	\$ 35.00	2.49	\$ 87.22	\$ 89.84	\$ 92.54	\$ 95.31	\$ 98.17	\$ 101.12
79	Granite Engineering Group, Inc.	Sub	Inspector	Level 4, Supervisory	\$ 50.00	2.49	\$ 124.61	\$ 128.34	\$ 132.19	\$ 136.16	\$ 140.24	\$ 144.45
80	Granite Engineering Group, Inc.	Sub	Inspector	Level 5, Managerial	\$ 65.00	2.49	\$ 161.99	\$ 166.85	\$ 171.85	\$ 177.01	\$ 182.32	\$ 187.79
81	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 1, Entry	\$ 21.00	2.49	\$ 52.33	\$ 53.90	\$ 55.52	\$ 57.19	\$ 58.90	\$ 60.67
82	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 2, Developmetal	\$ 24.00	2.49	\$ 59.81	\$ 61.60	\$ 63.45	\$ 65.36	\$ 67.32	\$ 69.34
83	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$ 29.00	2.49	\$ 72.27	\$ 74.44	\$ 76.67	\$ 78.97	\$ 81.34	\$ 83.78
84	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$ 36.00	2.49	\$ 89.72	\$ 92.41	\$ 95.18	\$ 98.03	\$ 100.98	\$ 104.00
85	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 5, Managerial	\$ 45.00	2.49	\$ 112.14	\$ 115.51	\$ 118.97	\$ 122.54	\$ 126.22	\$ 130.01
86	HG Consult, Inc.	Sub	Engineer	Level 1, Entry	\$ 45.97	3.00	\$ 137.91	\$ 142.05	\$ 146.31	\$ 150.70	\$ 155.22	\$ 159.88
87	HG Consult, Inc.	Sub	Engineer	Level 2, Developmetal	\$ 50.96	3.00						

110	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 5, Managerial	\$	90.43	3.34	\$	302.04	\$	311.10	\$	320.43	\$	330.04	\$	339.94	\$	350.14
111	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 5, Managerial	\$	91.73	3.34	\$	306.38	\$	315.57	\$	325.04	\$	334.79	\$	344.83	\$	355.18
112	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 4, Supervisory	\$	72.11	3.34	\$	240.85	\$	248.07	\$	255.52	\$	263.18	\$	271.08	\$	279.21
113	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 3, Full Experience	\$	60.10	3.34	\$	200.73	\$	206.76	\$	212.96	\$	219.35	\$	225.93	\$	232.71
114	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 3, Full Experience	\$	60.10	3.34	\$	200.73	\$	206.76	\$	212.96	\$	219.35	\$	225.93	\$	232.71
115	Shrewsberry & Associates, LLC	Sub	Project Engineer	Level 3, Full Experience	\$	68.27	3.34	\$	228.02	\$	234.86	\$	241.91	\$	249.17	\$	256.64	\$	264.34
116	Yeh & Associates, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$	81.00	2.98	\$	241.77	\$	249.02	\$	256.49	\$	264.19	\$	272.11	\$	280.28
117	Yeh & Associates, Inc.	Sub	Engineer	Level 5, Managerial	\$	81.00	2.98	\$	241.77	\$	249.02	\$	256.49	\$	264.19	\$	272.11	\$	280.28
118	Yeh & Associates, Inc.	Sub	Engineer	Level 4, Supervisory	\$	71.00	2.98	\$	211.92	\$	218.28	\$	224.83	\$	231.57	\$	238.52	\$	245.67
119	Yeh & Associates, Inc.	Sub	Engineer	Level 3, Full Experience	\$	59.50	2.98	\$	177.60	\$	182.92	\$	188.41	\$	194.06	\$	199.89	\$	205.88
120	Yeh & Associates, Inc.	Sub	Engineer	Level 2, Developmetal	\$	48.50	2.98	\$	144.76	\$	149.11	\$	153.58	\$	158.19	\$	162.93	\$	167.82
121	Yeh & Associates, Inc.	Sub	Engineer	Level 1, Entry	\$	43.50	2.98	\$	129.84	\$	133.73	\$	137.75	\$	141.88	\$	146.13	\$	150.52
122	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$	48.00	2.98	\$	143.27	\$	147.57	\$	152.00	\$	156.56	\$	161.25	\$	166.09
123	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
124	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$	38.50	2.98	\$	114.91	\$	118.36	\$	121.91	\$	125.57	\$	129.34	\$	133.22
125	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 1, Entry	\$	35.00	2.98	\$	104.47	\$	107.60	\$	110.83	\$	114.16	\$	117.58	\$	121.11
126	Yeh & Associates, Inc.	Sub	Laboratory Technician	Level 4, Supervisory	\$	48.00	2.98	\$	143.27	\$	147.57	\$	152.00	\$	156.56	\$	161.25	\$	166.09
127	Yeh & Associates, Inc.	Sub	Laboratory Technician	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
128	Yeh & Associates, Inc.	Sub	Laboratory Technician	Level 2, Developmetal	\$	38.50	2.98	\$	114.91	\$	118.36	\$	121.91	\$	125.57	\$	129.34	\$	133.22
129	Yeh & Associates, Inc.	Sub	Engineering/ Architect Specialist	Level 3, Full Experience	\$	53.00	2.98	\$	158.19	\$	162.94	\$	167.83	\$	172.86	\$	178.05	\$	183.39
130	Yeh & Associates, Inc.	Sub	Project Coordinator	Level 3, Full Experience	\$	63.50	2.98	\$	189.53	\$	195.22	\$	201.08	\$	207.11	\$	213.32	\$	219.72
131	Yeh & Associates, Inc.	Sub	Construction Manager/Engineer	Level 5, Managerial	\$	79.00	2.98	\$	235.80	\$	242.87	\$	250.16	\$	257.66	\$	265.39	\$	273.36
132	Yeh & Associates, Inc.	Sub	Chief Construction Representative	Level 4, Supervisory	\$	54.00	2.98	\$	161.18	\$	166.01	\$	171.00	\$	176.12	\$	181.41	\$	186.85
133	Yeh & Associates, Inc.	Sub	Chief Construction Representative	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
134	HCL Engineering & Surveying	Sub	Engineer	Level 1, Entry	\$	41.90	3.23	\$	135.34	\$	139.40	\$	143.58	\$	147.89	\$	152.32	\$	156.89
135	HCL Engineering & Surveying	Sub	Engineer	Level 2, Developmetal	\$	44.93	3.23	\$	145.12	\$	149.48	\$	153.96	\$	158.58	\$	163.34	\$	168.24
136	HCL Engineering & Surveying	Sub	Engineer	Level 3, Full Experience	\$	63.86	3.23	\$	206.27	\$	212.46	\$	218.83	\$	225.39	\$	232.16	\$	239.12
137	HCL Engineering & Surveying	Sub	Engineer	Level 4, Supervisory	\$	69.16	3.23	\$	223.39	\$	230.09	\$	236.99	\$	244.10	\$	251.42	\$	258.97
138	HCL Engineering & Surveying	Sub	Engineer	Level 5, Managerial	\$	80.51	3.23	\$	260.05	\$	267.85	\$	275.88	\$	284.16	\$	292.69	\$	301.47
139	HCL Engineering & Surveying	Sub	Instrument Technician	Level 1, Entry	\$	36.49	3.23	\$	117.86	\$	121.40	\$	125.04	\$	128.79	\$	132.66	\$	136.64
140	HCL Engineering & Surveying	Sub	Party Chief	Level 2, Developmetal	\$	51.45	3.23	\$	166.18	\$	171.17	\$	176.30	\$	181.59	\$	187.04	\$	192.65
141	HCL Engineering & Surveying	Sub	Land Surveyor	Level 4, Supervisory	\$	65.63	3.23	\$	211.98	\$	218.34	\$	224.89	\$	231.64	\$	238.59	\$	245.75
142	HCL Engineering & Surveying	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$	60.57	3.23	\$	195.64	\$	201.51	\$	207.56	\$	213.78	\$	220.20	\$	226.80
143	HCL Engineering & Surveying	Sub	Land Surveyor	Level 5, Managerial	\$	73.20	3.23	\$	236.44	\$	243.53	\$	250.83	\$	258.36	\$	266.11	\$	274.09
144	HCL Engineering & Surveying	Sub	Engineer Technician	Level 2, Developmetal	\$	35.79	3.23	\$	115.60	\$	119.07	\$	122.64	\$	126.32	\$	130.11	\$	134.01
145	HCL Engineering & Surveying	Sub	Engineer Technician	Level 3, Full Experience	\$	50.43	3.23	\$	162.89	\$	167.78	\$	172.81	\$	177.99	\$	183.33	\$	188.83
146	HCL Engineering & Surveying	Sub	Field Engineer	Level 4, Supervisory	\$	46.44	3.23	\$	150.00	\$	154.50	\$	159.14	\$	163.91	\$	168.83	\$	173.89
147	HCL Engineering & Surveying	Sub	Administrative Support	Level 3, Full Experience	\$	45.18	3.23	\$	145.93	\$	150.31	\$	154.82	\$	159.46	\$	164.25	\$	169.17
148	HCL Engineering & Surveying	Sub	Administrative Support	Level 4, Supervisory	\$	59.57	3.23	\$	192.41	\$	198.18	\$	204.13	\$	210.25	\$	216.56	\$	223.06
149	HCL Engineering & Surveying	Sub	Contract Administrator/Manager	Level 5, Managerial	\$	75.73	3.23	\$	244.61	\$	251.95	\$	259.50	\$	267.29	\$	275.31	\$	283.57

150



POSITION LIST

Level of Experience	Description
Level 1, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques,
Level 2, Developmetal	Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical
Level 3, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or
Level 4, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering
Level 5, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is

Area of Expertise	Job Title	Description
Administrative	Administrative Support	This position is designed to provide essential administrative support, helping to streamline processes and enhance productivity. By managing various tasks, the Project Administrative Assistant contributes to the achievement of business goals and the overall efficiency of daily operations. Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area.
Architectural Design	Architect	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities.
Surveying	Chain/Rod Technical	Stakes out and elevates survey points. Performers maintenance of certain equipment and maintains supplies for survey crew.
Construction	Chief Construction Representative	Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
Commissioning	Commissioning Agent	Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines.
Construction	Construction Coordinator	Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.

Construction	Construction Manager	Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
Construction	Construction Manager/Engineer	Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
Construction	Construction Representative	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
Contract Management	Contract Administrator/Manager	Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of all required approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and audits a central contract resource file. Assures that necessary procedural controls exist
Project Support	Cost/Estimating Engineer	Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how.
Analytics Development	Data Analyst/Architect	Data model, data mapping, dashboard development, system integration. Performs analytical assessments and evaluations by fulfilling data requests, providing analytical and methodological support, and data modeling.
Project Management	Design/Construction Project Manager	Responsible, through subordinate Design/Construction Project Managers, Project Support staff, Inspectors, and others for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of design/construction projects, assuring satisfactory stakeholder and sponsor service. Responsible for supervising, directing, and coordinating design/construction management of commercial, industrial, and/or municipal projects including direct liaison with stakeholders, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fees; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents.
Document Management	Document Controller/Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems.

Engineering	Engineer	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Engineering	Engineer Technician	Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
Engineering	Engineering/ Architect Specialist	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Construction	Field Engineer	Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
Construction	Field Superintendent	Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience
Quality Assurance	Inspector	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in various disciplines of inspection work and/or has the capability to monitor several types of work activity. Plans and coordinates all field-inspection activities and may review the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, and assist Project Management staff in completion of construction work in accordance with design.
Engineering	Instrument Technician	Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.
Interior Design	Interior Designer	Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects

Auditor	Internal Auditor	Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
Laboratory	Laboratory Technician	Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy.
Surveying	Land Surveyor	Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
Landscaping	Landscape Architect	Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Construction	Materials Manager	Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
Surveying	Party Chief	Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Project Support	Planner/Scheduler	Position is responsible for the assembling and analyzing of project information and preparing understandable documents that serve as a tool to eliminate design discrepancies and problems, while improving the efficient planning and scheduling of projects. Will monitor projects in accordance to set schedules through use of analytical reports. Work requires the application of standard planning / scheduling techniques and methods based on level of experience and may involve substantial evaluation, analysis, and modification of such standards in problem-solving efforts.
Project Controls/ Reporting	Project Controls Engineer/Manager	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks

Project Support	Project Coordinator	Position supervises the installation of equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
Project Support	Project Engineer	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
Quality Control	Quality Control Engineer	Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
Risk Management	Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio.
Scheduling	Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
Specialist Services	Scientist	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks
Unifier Support/ Primavera P6 Support	Technical Support	Unifier Certification Required. Primavera P6 Certification Required.
Unifier Development	Unifier Systems Developer	Unifier Certification Required, Business Process Design, Implementation, Testing

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
 Denver International Airport
 8500 Peña Boulevard
 Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability
Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability
Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Professional Liability (Errors and Omissions) Insurance
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

PROFESSIONAL SERVICES TASK ORDER PROCESS

Office of Primary Responsibility:	Design, Engineering and Construction (DEC)
Supersedes:	COMBINES TASK ORDER PROCESS - PROPOSALS AND EXECUTION, JULY 2025, R2 & TASK ORDER PROCESS - SCHEDULING, REPORTING, COMPENSATION, JULY 2025 R2, & PROFESSIONAL SERVICES COMPENSATION PROCESS, OCTOBER 2025, Rev 01
Certified by:	Senior Director, Project Delivery

CONTENTS

PROPOSALS AND EXECUTION	2
TASK ORDER OVERVIEW.....	2
TASK ORDER REQUEST FOR PROPOSAL.....	2
CONTRACTOR TASK ORDER PROPOSAL.....	3
LUMP SUM OR TIME AND MATERIALS, NOT TO EXCEED PROPOSAL PRICING.....	3
TASK ORDER ISSUANCE; WORK COMMENCEMENT	3
NOTICE TO PROCEED BEFORE WORK COMMENCEMENT	3
CHANGES TO TASK ORDER OF WORK.....	4
CITY INITIATED CHANGES	4
CONTRACTOR REQUESTED CHANGES	4
TASK ORDER CLOSEOUT	5
MISCELLANEOUS REQUIREMENTS	5
EXISTING FACILITY INFORMATION	5
SCHEDULING, REPORTING, & COMPENSATION.....	5
PROGRESS PAYMENT MEASUREMENT	6
INVOICES AND PROGRESS PAYMENTS.....	7
ALLOWABLE OVERHEAD (INDIRECT COSTS)	8
NON-ALLOWABLE OVERHEAD (INDIRECT COSTS).....	8
EXPENSES (OTHER DIRECT COSTS)	9
DEC PROJECT MANAGER DISCRETION.....	10
REFERENCED FORMS.....	10

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

PROPOSALS AND EXECUTION

TASK ORDER OVERVIEW

The City maintains professional services contracts to support the delivery of various projects as specified and directed by Task Order, including on an as-needed basis. The Task Order scopes of work are defined on an individual basis. They may include professional services in support of modifications and additions to airport facilities and systems and may involve various professional services (but not construction) disciplines depending on the scope of the contract, including, but not limited to: structural; civil; mechanical; electrical; plumbing; life safety; environmental testing; fire alarm; fire protection; controls and automation; telecommunications; architectural & interior design; interior finishes; demolition; and site surveying. Conducting this work may include project management; programming; pre-construction planning; scheduling; cost estimating; permitting; quality control planning and management; safety planning and management; coordination with internal and external stakeholders; participation in construction update meetings; construction administration; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the construction of a project by providing construction administration services.

Should a Task Order scope of work require a discipline that is not currently represented by the Contractor or Contractor's team, the Contractor shall add that discipline as part of the team for that specific Task Order scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and submit the subcontractor's qualifications, personnel pay classifications, and agreed-upon hourly billing rates for approval by the DEC Project Manager in accordance with the Contract or Agreement to which this exhibit is attached (referred to herein as "Agreement").

TASK ORDER REQUEST FOR PROPOSAL

The Project Manager will issue to the Contractor a Task Order Request for Proposal (Task Order RFP) for each specific Task Order scope of work. The Contractor shall prepare and submit a fee and services proposal and its Task Order schedule within fourteen (14) calendar days of receipt of the Task Order RFP, unless an alternate response timeline is defined by the Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response and the Project Manager may issue a Task Order for such work. The Contractor shall not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP). In the event the Project Manager issues a Task Order and upon issuance of the NTP, the Contractor shall perform such work within the time agreed and for the compensation that is approved in the Task Order.

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

CONTRACTOR TASK ORDER PROPOSAL

The Contractor shall provide a fee and services proposal in response to each Task Order RFP that includes the following:

1. A narrative of the understanding of the requested scope of work, including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subcontractors. The narrative can also include pictures, diagrams, plans, or other means to convey the understanding of the scope of work.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (as specified in the Task Order RFP), inclusive of all annual billable rate adjustments proposed. If, and when any annual billable rate adjustments are memorialized in an updated and approved Rates Exhibit, those rates shall go into effect on January 1 of the referenced year. The fee structure for the proposal will be identified and defined in the Task Order RFP. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet.
4. Any other proposal requirements identified in the Task Order RFP.

Fees for proposal preparation are not chargeable to the City and will not be reimbursed or otherwise included in Contractor's fee proposal.

LUMP SUM OR TIME AND MATERIALS, NOT TO EXCEED PROPOSAL PRICING

The Task Order RFP will indicate whether the Contractor is required to submit a Lump Sum/Fixed Fee proposal or a Time & Materials, Not to Exceed proposal for the requested services and scope of work. Any additional proposal documentation required will be defined in the Task Order RFP.

1. Lump Sum/Fixed Fee Proposal - Contractor's proposal will be related to levels of effort and a clear scope of work provided in the Task Order RFP. The Contractor's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum for the previous billing period.
2. Time and Materials, Not-to-Exceed Proposal - Contractor's proposal will be related to proposed hours and associated costs to deliver the entirety of the scope of work, which will be invoiced monthly for the calculated cost of the hourly work for the previous billing period.

TASK ORDER ISSUANCE; WORK COMMENCEMENT

NOTICE TO PROCEED BEFORE WORK COMMENCEMENT

Following the City's acceptance of the Contractor's proposal in response to a Task Order RFP, the Project Manager will provide written notification to the Contractor of such acceptance in the form of an executed Task Order and written Notice to Proceed (NTP). The Contractor shall not proceed with the work described

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

in the Task Order and the City shall not be obligated to pay Contractor for any work performed until the Project Manager has issued an NTP authorizing the commencement of work under the Task Order.

CHANGES TO TASK ORDER OF WORK

CITY INITIATED CHANGES

Changes to the scope of work under any Task Order initiated by the City will be initiated by the Project Manager's issuance to the Contractor of a Task Order Request for Proposal for Changed Services (Task Order Change RFP). Initiation of this request for changed services does not guarantee modification to a Task Order, including increased scope of work or schedule relief.

Within fourteen (14) calendar days upon receipt of a Task Order Change RFP, or a duration as defined in writing by the Project Manager, the Contractor shall provide a proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subcontractors.
2. A revised schedule identifying all phases of the work that demonstrates the proposed changed schedule compared to the original schedule.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount (based on the format of the original task order proposal) for the revised duration of the scope of work (as specified in the Task Order Change RFP), inclusive of all annual billable rate adjustments proposed. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet that clearly demonstrates the proposed changed fee compared to the original fee.
 - a. Information related to the additional fee may potentially include information broken down by personnel, billing rates, requested expenses, schedule, and hours necessary to complete the changed scope of work. This additional information, if required, will be identified in the Task Order Change RFP.

If the City accepts the Contractor's proposal in response to a Task Order Change RFP, the Project Manager shall issue written notification to the Contractor in the form of an executed Task Order Amendment detailing all changes to the original Task Order.

CONTRACTOR REQUESTED CHANGES

Any requests for schedule change or increases in the Task Order compensation amount by the Contractor shall be submitted to the Project Manager in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases.

Approval of the Contractor's request for changes to a Task Order, if accepted by the City, will be documented by an executed Task Order Amendment. The Contractor shall not proceed with any changed

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

work before receiving such documentation. The City is not obligated to grant any schedule or cost changes or increases.

TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Contractor shall not commence Task Order closeout before receiving prior written approval from the Project Manager.

Task Order Closeout Documents include the following:

1. Professional Services Affidavit of Completion Letter
2. Final Statement of Accounting
3. Any other documents or information required by the Project Manager.

MISCELLANEOUS REQUIREMENTS

EXISTING FACILITY INFORMATION

City-supplied documents and digital models: As the scope of a task is defined, the City may make available to the Contractor documents when they exist, related to that specific Task Order scope of work. These documents, when provided for the Contractor's reference in responding to a Task Order RFP, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor shall conduct due diligence in preparing a proposal with all stated inclusions and exclusions as required. Such documents may include items such as:

4. Electronic files of Construction Drawings (Task Order Specific);
5. Available BIM files for areas of work (Task Order Specific);
6. Electronic copies of available Technical Specifications or Reports (Task Order Specific); and
7. 3-D Scans of spaces (Task Order Specific).

SCHEDULING, REPORTING, & COMPENSATION

This section describes the Contractor's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondence. The Contractor shall prepare invoices that are based on its progress toward completing work under a Task Order. The Contractor shall schedule the work and identify the resources which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Contractor then measures monthly progress and prepares invoices based on payment alternatives or Task Order structure, which the Contractor must submit for written approval as described in this document. Billing shall be one combined summary invoice for all active Task Orders. Invoices for each project shall be combined into a single monthly invoice package, with either percent-complete or time-and-materials calculation of the task order fee indicated on an invoice

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

summary table. The acceptable format for this invoice package is a hyperlinked PDF file for easy navigation.

The Contractor shall invoice for its progress toward completing a task shown on its work schedule for each Task Order. Payments for each Task Order will be calculated in accordance with the Progress Payment Measurement identified in each Task Order RFP and elaborated in the following sections, and shall not exceed the Task Order amount approved, inclusive of any executed Task Order Amendments. Submittal of time sheets may be required concurrently with the submittal of each invoice if specifically required in the Task Order RFP or Task Order Change RFP.

PROGRESS PAYMENT MEASUREMENT

The method of calculating progress payments is described as follows. Alternatives may be requested by the Contractor and approved at the City's sole discretion. The approved method shall be defined in the Task Order.

1. Lump Sum/Fixed Price: Monthly progress payments will be based on the percent-complete of the lump sum/fixed price for the Task Order scope of work. This percent-complete will include all labor, equipment, materials, or other allowable expenses as defined in the Task Order. Each invoice shall contain an estimate of the percentage complete, and if any other backup documentation is required the backup documentation will be defined in the Task Order.
 - a. Monthly invoices and corresponding payments may be approved up to, but not exceeding, the next identified development milestone. For example, while working toward the submission and approval of the 30% design package, up to 30% of the lump sum may be invoiced and requested for payment. Additional invoices and requests for payments beyond 30% of the lump sum amount will not be approved until the 30% milestone has been accepted by the City.
 - b. Alternatively, if milestones are not defined in the Task Order, the Contractor shall propose for the City's review and approval a monthly payment schedule prior to the Contractor's issuance of its first invoice.
2. Time and Materials, Not to Exceed: Monthly progress payments will be based on the actual number of direct labor hours, approved materials, and other allowable expenses for the period invoiced to perform a Task Order scope of work, in accordance with the approved Task Order Fee Proposal Spreadsheet. Each invoice shall contain a table of costs and hours by each employee which shows actuals, projected (or proposed), percent complete of projected (or proposed), and percent remaining to reach the not-to-exceed amount
 - a. All billable rates and hours contained in time and materials invoices will reflect the annual billable rates established in the Labor Rates and Classifications Exhibit to the Agreement (unless otherwise specified in the RFP). As the "Calendar Year" for subcontractors in the Labor Rates and Classifications Exhibit to the Agreement are the billable rates charged to

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

the Contractor, the allowable subcontractor markup (maximum 5%) will be applied in the monthly invoice

INVOICES AND PROGRESS PAYMENTS

Task Orders shall have a pre-defined maximum value known as the Not-to-Exceed amount. This may be a lump sum/fixed price, or a not-to-exceed value based on time-and-materials billing. If the Not-to-Exceed amount is for a time-and-materials-based Task Order, payment of the full Not-to-Exceed amount is not guaranteed to the Contractor.

The Contractor shall submit invoices by the 10th day of the month, or by such other date agreed to by the Contractor and confirmed in writing by the Project Manager. Payment of invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, the timely submission of invoices is required.

In accordance with requirements set forth in the Agreement, the Contractor must have provided the City with the following documentation before any work may commence or before any payments will be made to the Contractor:

1. The current Certificate of Insurance providing the levels of protection required by the Prime Agreement;
2. Signed subcontractor agreement(s);
3. Final Organizational Chart (Updated with new Subcontractors as they are acquired); and
4. Name and Title for Authorized Signatories. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.

MONTHLY INVOICE NARRATIVE

The monthly invoice package must contain a project narrative submitted with each invoice. This narrative will describe the work completed in the month of work invoiced, which represents the hours expended and invoiced costs. Failure to submit the monthly invoice narrative and all requirements set forth in the Agreement may be cause for the City's rejection of the invoice until such time that all requirements are fulfilled. Contractor shall complete and include a Monthly Invoice Checklist with each invoice submission.

FINAL CLOSE OUT INVOICE

By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Contractor agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from the Project Manager and shall also include a written Affidavit of Completion, certifying all services under the Task Order have been completed, and a Final Statement of Accounting, summarizing all payments made to date, final amount due, and any unused Task Order funds to be unencumbered.

ALLOWABLE OVERHEAD (INDIRECT COSTS)

All allowable indirect general and administrative overhead expenses (O.H.) are incorporated in the labor rates and classifications and calculated by applying the overhead multiplier factor against core staff “base rates”.

O.H. are costs that benefit more than one project and cannot be directly identified with a single specific task objective of the project and may include:

1. Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
2. Supplies & Equipment: Office, drafting, engineering copying, postage, freight, vehicles, computer drafting and graphics, computers, telephones/cell phones, software.
3. Maintenance, Calibration, Certification, and Repair: Office equipment and field equipment.
4. Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
5. Taxes: Only allowable state, local, and federal taxes.
6. Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
7. Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order.
8. Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees and recruitment costs.

Upon request from the SVP or the Project Manager, Contractor shall provide a breakdown of all allowable O.H. costs included in the labor rates or multiplying factor.

NON-ALLOWABLE OVERHEAD (INDIRECT COSTS)

Non-Allowable Overhead includes but is not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, roadway tolls, donations, gifts, charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, and unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). Costs of drafting proposals in response to Task Order RFPs or Task Order Change RFPs, including personnel costs, are not allowable. If an expense is not explicitly included in this Exhibit as an allowable expense, it is a non-allowable expense.

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

EXPENSES (OTHER DIRECT COSTS)

Expenses Reimbursed at Cost: All allowable (non-Salary and non-O.H.) expenses are reimbursed at cost. Receipts are required for all direct expenses submitted for reimbursement.

EXPENSES GREATER THAN \$500

All direct expenses greater than \$500 must be approved prior to the expenditure. Contractor shall identify all such anticipated expenses on the Task Order Fee Proposal Spreadsheet and the Project Manager shall document the City's approval of such costs in each Task Order. Any asset purchased must be surrendered to the City upon Task Order closeout. The Contractor shall be charged a replacement value for any asset paid for by the City that is not accounted for at Task Order closeout.

TRAVEL AND AIRFARE

All travel from outside the Denver metropolitan area must be pre-approved on the DEC Advance Travel Authorization Form and signed by a DEC Supervisor. Travel shall be completed using the most reasonable cost and means under the circumstances and must comply with the City's Fiscal Accountability Rules applicable to such travel expenses and any other applicable policies established by the City. Without modifying any such City rules or policies, travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Contractor's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the SVP or their authorized representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including reasonable and necessary luggage check-in fees. Convenience expenses such as seat upgrades or assignment fees, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

RENTAL CAR

At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.

LODGING RATE / NIGHT

A maximum of the lodging per diem for the Denver metropolitan area (or applicable out-of-town locality, if applicable) as published by the U.S. General Services Administration website <https://www.gsa.gov/> plus taxes per night, unless approved in advance in writing by the SVP or their authorized representative.

MEALS

Exhibit D

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

The City will reimburse the traveler for reasonable meal expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs that exceed the M&IE rates are directly attributable to the actual business conducted. Reimbursements will be made per individual traveler conducting official City business as it relates to the Contractor's contractual obligations and scope of work. Costs associated with alcohol, drugs, or illicit substances will not be reimbursed. Meal reimbursements are not allowed for Contractor's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the SVP or their authorized representative.

NON-ALLOWABLE EXPENSES

Non-allowable expenses include, but are not limited to, relocation, equipment otherwise not explicitly allowed, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by the City in its contract capacity but not those caused by the City in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines, and penalties. If an expense is not explicitly included in the Agreement as an allowable expense, it is not an allowable expense.

DEC PROJECT MANAGER DISCRETION

All requirements in this Exhibit may be modified by the SVP or their authorized representative to meet the specific needs of the Project. Any modifications to this Exhibit must be documented in authorized writing.

REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Labor Rates and Classifications Exhibit
2. Task Order RFP
3. Task Order Fee Proposal Spreadsheet
4. Task Order Change RFP
5. Monthly Invoice Checklist
6. Advance Travel Authorization Form
7. Professional Services Affidavit of Completion Letter
8. Final Statement of Accounting

END OF EXHIBIT

TAB 2

DEN EQUITY, DIVERSITY & INCLUSION PLAN



Exhibit E

DEN EQUITY, DIVERSITY & INCLUSION PLAN**■ ■ Equity, Diversity & Inclusion Strategies:**

Benesch is committed to fostering a culture where equity, diversity and inclusion are central to both our internal operations and how we engage with partners and clients. For this project, our strategy to increase participation of historically underutilized businesses includes early and consistent outreach, direct engagement with City and County of Denver MWBE-certified firms, and clear communication of scopes in a way that supports access and participation from both new and established firms.

Internally, we embed inclusive practices into our project planning, from how we structure scopes of work to how we build teams that reflect the diversity of the communities we serve. Our project leadership collaborates closely with our internal Diversity, Equity & Inclusion (DEI) Committee to ensure subcontractor opportunities are aligned with our organizational commitment to equity. We strive to remove barriers to entry for underutilized businesses by providing transparent expectations, mentorship opportunities and support throughout the contracting process.

These efforts are not treated as standalone initiatives, but rather as integrated components of our overall delivery model. By creating an environment that values diverse perspectives and promotes inclusive decision-making, we not only broaden participation but also improve project outcomes.

■ ■ Technical Assistance & Support Services:

Benesch is committed to advancing the next generation of historically underutilized businesses by providing direct technical, financial and mentorship support that fosters long-term capacity and participation. For this project, we will offer individualized guidance to small business partners to help them navigate project requirements, meet quality control standards and successfully integrate into the project team.

We regularly assist our subcontractors with prequalification support, insurance coordination, schedule planning and scope alignment. To promote sustainable participation, we provide mentorship on invoicing and documentation practices and ensure prompt payment to support cash flow needs. Our project managers and discipline leads are available throughout the life of the project to answer technical questions, assist with coordination and facilitate access to additional resources when needed.

In addition, Benesch actively partners with organizations such as the Colorado Minority Business Office, the Hispanic Contractors of Colorado and the Black Business Initiative to strengthen pathways for historically underutilized businesses. We support these organizations through sponsorships, volunteer engagement and collaborative outreach efforts that help build networks and expand capacity across the industry.

We also maintain active involvement in industry organizations that promote MWBE engagement, including the CDOT Small Business Collaborative Forum (regular participation), WTS Colorado (sponsorship and active membership), HOYA Foundation Prime Connections Meetings and events hosted by ACEC Colorado, ASCE, NSPE and other trade groups. These engagements allow us to build long-term relationships, identify new MWBE partners and stay attuned to industry trends and evolving small business capabilities.

■ ■ Procurement Process: Benesch's procurement process is rooted in transparency, inclusivity and accessibility to ensure meaningful participation from historically underutilized businesses. For this project, we will implement a proactive outreach and engagement approach by distributing scopes of work early, offering clear instructions and remaining available to answer questions from potential MWBE partners throughout the solicitation process. Our procurement policies prioritize equitable opportunity by unbundling scopes when feasible, eliminating unnecessary barriers to entry and allowing flexibility in contract terms to encourage participation from smaller firms.

We actively track and monitor participation across all tiers of subcontracting to ensure that equity and inclusion goals extend beyond first-tier subconsultants. Our project leadership team will reinforce these expectations through kickoff meetings, regular progress check-ins and reporting that highlights MWBE engagement at every level. In doing so, we create an environment where equity, diversity and inclusion are not only organizational priorities but embedded in the day-to-day operations and outcomes of the project.

Exhibit E

■ ■ **Communication & Proposer Management:**

Benesch prioritizes clear, consistent and proactive communication to ensure historically underutilized businesses are fully aligned with contract requirements and project goals. For this project, we will provide tailored onboarding for all subcontractors that outlines scope-specific expectations, performance standards, scheduling requirements, safety protocols and contract terms in an accessible, collaborative format. We hold internal trainings to equip our project managers and technical leads with the tools needed to foster inclusive, two-way communication and build trusted working relationships with MWBE firms.

We will maintain open lines of communication throughout the life of the contract, using regular coordination meetings, milestone check-ins and dedicated points of contact to address any emerging issues promptly. Our team also offers technical assistance and mentorship as needed, helping MWBE firms meet quality expectations, navigate administrative processes, and resolve disputes quickly and constructively. These efforts reflect our broader commitment to creating a supportive, accountable project environment that sets all partners up for success.

Principal In Charge and Colorado Division Manager, Jess Hastings, PE, will oversee implementation of the DEN EDI Plan. He is supported by Project Manager Steve Hakes, PE and Deputy Project Manager Lindsey Lehto, PE, who will manage day-to-day reporting, coordination and MWBE engagement. Patty Sedoris from our accounting department will ensure timely and accurate payment and reporting.

■ ■ **Past Performance:** Benesch has a proven history of promoting equity, diversity, and inclusion across both our internal workforce and external partnerships. Internally, we've implemented company-wide initiatives focused on youth mentorship and employee development through internship and co-op programs that actively recruit candidates from historically underrepresented backgrounds. We maintain structured training programs and succession planning strategies that emphasize advancement opportunities for all employees, with a focus on developing emerging leaders within diverse and underrepresented groups.

Externally, we have successfully partnered with MWBE and other historically underutilized firms on a variety of public infrastructure projects, including work for the City and County of Denver. On these projects, we've taken intentional steps to build capacity through early scoping collaboration, technical support, and mentorship. For example, on recent municipal transportation and utility design projects, we worked closely with emerging MWBE firms by providing quality control support, guidance through the invoicing and documentation process, and introductions to teaming opportunities on future pursuits. In several cases, our mentorship helped firms move from subcontractor roles to prime pursuits on subsequent contracts.

DEN Landside On-Call

Under DEN's Landside On-Call contract, the required DBE goal was 15% certified MWBE effort. Benesch proactively committed to a 20% MWBE participation rate. This commitment was ultimately exceeded with an overall 25% MWBE participation on the contract.



US 385 Safety Assessment & Prioritization Study:

As part of CDOT's 2017 Front Range Traffic NPS/ On-Call contract, Benesch led a comprehensive safety assessment and prioritization study along the US 385 corridor. Although the contract did not include a DBE participation goal, Benesch voluntarily committed to DBE inclusion and significantly exceeded expectations—achieving 48.9% DBE participation against an 8% commitment. This performance demonstrates Benesch's strong track record in fostering meaningful DBE engagement, even when not contractually required.



In addition to the projects listed above, there are hundreds of other examples from around Colorado and the country, that demonstrate our commitment and ability to mentor and foster participation by MWBE firms.

Benesch ensures timely and reliable payment to our small business partners and, when necessary, advocating for prompt resolution of administrative issues that may delay compensation. We frequently support our partners with bonding and insurance coordination and, where appropriate, sponsor training or participate in community forums that connect historically underutilized businesses with new opportunities.

These actions reflect our commitment to fostering meaningful, long-term inclusion — not just for the life of a project, but for the overall growth and success of the communities we serve.

■ ■ **Proposer's Culture:** At Benesch, equity, diversity and inclusion are embedded in our company culture and reflected in our daily operations, policies and partnerships. Our commitment to EDI is formalized through company-wide policies and programs that are guided by our Diversity, Equity & Inclusion Council, which drives strategic initiatives aimed at fostering an inclusive work environment and expanding opportunities for underrepresented groups.

Our employment practices emphasize equitable recruitment, hiring and advancement. We actively recruit from a broad range of universities, community organizations and professional networks that serve underrepresented populations in engineering and construction. Once hired, employees are supported through mentorship programs, structured training and targeted development opportunities that promote upward mobility within the company. We also provide ongoing internal training on topics such as implicit bias and inclusive leadership to ensure awareness and accountability at all levels of the organization.

Our culture of inclusion extends beyond our internal workforce to the way we engage with our subconsultants. We set clear expectations that all team members—regardless of firm size or certification status—are valued contributors and collaborators. We seek out diverse partners early in the project development process, integrate them into decision-making and technical discussions, and provide ongoing support to ensure their contributions are visible and impactful. This approach reinforces a culture of mutual respect and shared success, while advancing the broader goal of building a more inclusive industry.

Exhibit E

■ ■ **Future Initiatives:** Over the next five years, Benesch is committed to advancing a more equitable, diverse and inclusive industry through intentional, measurable actions both within our firm and in the communities we serve. Internally, we will continue to strengthen our recruitment practices by expanding partnerships with Historically Black Colleges and Universities (HBCUs), Hispanic-Serving Institutions (HSIs), and professional organizations that support underrepresented groups in engineering and construction. We are enhancing our internship and co-op programs to create early career pathways for diverse talent, with a focus on converting these roles into long-term employment opportunities.

Our training and development roadmap includes the continued rollout of equity-focused learning, including leadership coaching on inclusive project management, cultural competency, and succession planning with equity benchmarks. We aim to establish structured development tracks that identify and nurture high-potential employees from underrepresented backgrounds for leadership roles across the company.

Externally, we are continuing youth mentorship initiatives in collaboration with STEM-focused nonprofits, technical schools and municipal partners. These programs expose students from historically underserved communities to careers in infrastructure, providing mentorship, hands-on learning and paid summer experiences.

Benesch also plans to deepen engagement with certified MWBE and DBE firms by continuing our leadership in formal mentor-protégé programs that includes business development coaching, access to capital platforms, and technical support aimed at preparing firms to take on increasingly complex scopes of work. As part of our outreach, we will expand our presence at small business engagement events, hold targeted training workshops for subcontractors, and continue advocating for inclusive teaming practices on public and private sector contracts.

Through these initiatives, Benesch will continue to grow its impact as a trusted partner committed to building a more equitable and diverse AEC industry.



REQUEST FOR PROPOSALS

On-Call Infrastructure Design

RFP No. 202580614

August 20, 2025

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): DeAnne Barker
E-Mail: contract.procurement@flydenver.com

Request for Proposals # 202580614

PROPOSALS MUST BE RECEIVED BY: Thursday, September 18, 2025, at 2:00 PM Denver Local Time
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

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

Event	Date
RFP Advertisement	August 20, 2025
Optional Pre-Proposal Conference	August 27, 2025, at 2:30 PM Denver Local Time
Last Date to Submit Written Questions	September 4, 2025, at 2:00 PM Denver Local Time
Proposal Due Date	September 18, 2025 at 2:00 PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

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

[Pre-Proposal Conference Link](#)

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

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

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

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

EBS FAQs:

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

Minority and Women-Owned Business Enterprise Participation

Pursuant to Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) the Division of Small Business Opportunity (DSBO) has established the following participation requirement for this project:

21% Minority and Women-Owned Business Enterprise (MWBE)

The participation requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C., found in the [Small Business Certification and Contract Management System](#), or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. The project is subject to additional requirements pursuant to the D.R.M.C.

General Statement of Work

This RFP is between qualified contractors and Denver International Airport (DEN). The Scope of Work shall be for task-order-based, on-call professional services related to various construction projects within DEN, including facility upgrades, infrastructure improvements, renovations, and other construction-related tasks. Typical projects may include airfield pavement design, roadway design, bridge design, parking facilities, structural engineering, geotechnical investigations, survey and mapping, drainage and hydrological engineering, erosion control design, and traffic engineering. The scope of work varies for each task and may include, but is not limited to, design for rehabilitation, modification, or expansion to existing facilities and systems, design for new facilities, evaluations, reports, and studies, planning, permitting, scheduling and cost estimating, surveying, construction administration, or other engineering services requested, in accordance with the DEN Design Standards Manuals and other applicable standards and regulations.

PROPOSAL SUBMITTAL REQUIREMENTS

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

- ☐ Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)
- ☐ Sample Agreement:
 - List of all proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2
- ☐ Conflict of Interest Question Submission Form:
 - If applicable, please disclose any conflict of interest as outlined in Section III-25.
- ☐ Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
- ☐ DSBO Forms
 - Commitment to MWBE Participation
 - DSBO Program Requirements Handbook – Signature Statement
 - MWBE Utilization Plan Form
- ☐ Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- ☐ Financial Forms (From primes only, financial forms from subs are not required) - to be submitted as separate electronic files from the proposal
 - Exhibit B – 2025 Labor Rates and Classifications

Exhibit F

REQUEST FOR PROPOSAL

202580614

On-Call Infrastructure Design

REQUEST FOR PROPOSALS (RFP)	2
PROPOSAL SUBMITTAL REQUIREMENTS	4
I. CITY, AIRPORT AND PROJECT OVERVIEW.....	5
II. SCOPE OF WORK	7
https://www.flydenver.com/business-and-community/tenant-information/	7
SERVICES INCLUDE:	7
SERVICES AUTHORIZATION	8
TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:	8
III. ADMINISTRATION INFORMATION.....	10
III-1 Issuing Office	10
III-2 Introduction and Acceptance of RFP Terms.....	10
III-3 Means of Communication	10
III-4 Interpretation of Proposal Documents	11
III-5 Addenda	11
III-6 DEN Website.....	11
III-7 Withdrawal of Proposal.....	11
III-8 Rights of DEN	11
III-9 Confidentiality of Records	12
III-10 Proposer Agreements.....	12
III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation (or DBE, if applicable)	13
III-12 Certification of Independent Price and Work Determination	14
III-13 Designation of Subcontractors.....	15
III-14 Payment.....	15
III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition	15
III-16 Insurance Requirements	17
III-17 Governmental Immunity	17
III-18 Security	17
III-19 Airport Identification (ID) Badge Requirements	18
III-20 Background Checks	19

Exhibit F

III-21	Vehicles in the Secured Area.....	19
III-22	Violations.....	20
III-23	Diversity and Inclusivity in City Solicitations	20
III-24	Wage Ordinances	21
III-25	Conflicts of Interest	21
III-26	Title VI Solicitation Notice	21
III-27	Compliance with Americans with Disabilities Act (“ADA”)	21
IV.	PREPARATION OF PROPOSAL	23
IV-1	Preparation of Proposal - Proposal Forms	23
IV-2	Preparation of Proposal - Proposal Narrative	23
IV-3	Proposal Narrative Contents	24
V.	EVALUATION OF PROPOSALS.....	29
V-1	Evaluation of Proposals	29
V-2	Past Performance	29
V-3	Shortlisting and Interviews (If Necessary).....	29
V-4	Best and Final Offers	30
V-5	Evaluation Criteria	30
VI.	ATTACHMENT 1, PROPOSAL FORMS	31
	Attachment 1, Part 1 Proposal Acknowledgement Letter	31
	Attachment 1, Part 2 Proposal Data Form	32
	Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition	35
VII.	ATTACHMENT 2, DSBO FORMS	36
VIII.	ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS	37
IX.	ATTACHMENT 4, INSURANCE REQUIREMENTS.....	38
X.	ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS	39
XI.	ATTACHMENT 6, SAMPLE AGREEMENT.....	40
XII.	ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM	41

I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about April, 2026 and has a scheduled duration of approximately

Exhibit F

three (3) years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The Scope of Work for this Contract shall be for task-order-based, on-call professional services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The consultant team ("Consultant") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

<https://www.flydenver.com/business-and-community/tenant-information/>

SERVICES INCLUDE:

The Consultant will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Consultant team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Consultant's general requirements are defined in the contract agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Consultant in a Request for Proposal in the format as defined by the contract agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Consultants for competitive proposals or when a Task or Project requires specialty team qualifications. The Consultant shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the contract agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Unless otherwise noted in the contract agreement, the Consultant's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-consultant under the contract agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the contract agreement or Request for Proposal document. The Consultant understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Consultant and its sub-consultants' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Consultant shall reference the Task Order

Proposals and Execution Process Exhibit in the contract agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Consultant or Contractor's team, the Consultant or Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Consultant or Contractor will identify a specialty sub consultant or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

SERVICES AUTHORIZATION

The Consultant is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Consultant by the DEN designated representative. Upon approval of the Consultant's proposal, the DEN designated representative issues a written service authorization to the Consultant in the format as defined in the contract agreement. Based on a Notice to Proceed (NTP) date agreed between the Consultant and the DEN designated representative, the Consultant shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Consultant without a fully executed written service authorization from the DEN designated representative.

TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

The types of tasks that the Consultant executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Consultant when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. Airfield Pavement Design

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.

2. Roadway Design

- a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.

3. Bridge Design

- a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.

4. Parking Facilities

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.

5. Structural Engineering Design

- a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.

6. Geotechnical Investigations and Other Predesign Services

- a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.

7. Survey and Mapping

- a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.

8. Miscellaneous Design Services

- a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.

9. Construction Phase Support Services

- a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

Proposers shall undertake a detailed review of the Attachment 6, Sample Agreement and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Sample Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 6 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

III-3 Means of Communication

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

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

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

III-4 Interpretation of Proposal Documents

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

III-5 Addenda

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

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

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

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

III-6 DEN Website

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

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

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

- A. Advertisements for RFx and IFB opportunities
- B. Status of RFx and IFB opportunities
- C. Addendums including vendor questions and responses
- D. Plan holder's/Document Taker's list
- E. Award information

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal

constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

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

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

III-9 **Confidentiality of Records**

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

III-10 **Proposer Agreements**

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be considered by the City for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain of DEN's contract provisions are required by Federal, State and/or City law and policy and are not subject to modification.***

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

The below-listed DSBO proposal requirements are all conditions of responsiveness. Failure to submit a responsive proposal constitutes cause for rejection thereof.

A. Non-Competition

Proposer shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Proposers. Any Proposer who does so shall cause their proposal to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

B. Joint Ventures

If Proposer is participating in a joint venture with a certified MWBE firm, proposer must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior to the RFP-response submission**. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement **MUST** specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

C. Commitment to MWBE Participation

Proposer shall include with their proposal a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

D. Good Faith Effort

If Proposer cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their proposal, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Proposer must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Proposers are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the proposal. Good faith efforts

must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a proposer that has failed to meet the MWBE requirement, DSBO will determine whether Proposer made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to proposal submission, which determination shall include consideration of Proposer's MWBE Utilization Plan strategies to meet their MWBE participation commitment. Failure of Proposer to show good faith efforts shall render their proposal ineligible for further consideration with the City.

E. DSBO Program Requirements Handbook (DSBO Handbook) – Signature Statement

Proposer must submit the completed and signed Signature Statement of the DSBO Program Requirements Handbook with their proposal documents to be found responsive. The signed Signature Statement evidences proposer's review and agreement to comply with the requirements outlined in the DSBO Handbook.

F. MWBE Utilization Plan

Proposer shall include with their proposal a completed DSBO form, entitled "MWBE Utilization Plan," stating their strategy for meeting the MWBE requirements, including certified small business utilization and expectations for their lower tiered MWBE-certified firms. To meet the MWBE Utilization Plan minimum responsiveness requirements, Proposer must meaningfully address each of the form's sections; any section that is blank or has "N/A" as a response may deem the proposer non-responsive. Contract execution will be conditioned upon a DSBO-approved MWBE Utilization Plan, unless DSBO has determined that Proposer made a 0%-participation good faith effort.

Exception: if Proposer is submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement, they are exempt from this responsiveness requirement and need not submit a completed MWBE Utilization Plan form.

G. Authority

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: <https://www.denvergov.org/dsbo>. Proposer is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Proposer's questions.

III-12 Certification of Independent Price and Work Determination

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

- A. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- B. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by

the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and

- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

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

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

III-13 Designation of Subcontractors

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

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

III-14 Payment

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

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

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

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;

3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
 4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations or at any time during the term of the executed contract, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual

owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.

3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Attachment 4, which is attached hereto and incorporated herein by reference. The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions for uploading COIs to ensure insurance compliance. The City reserves the right to modify submission requirements at any time, including the use of third-party software and/or services, which may involve an additional fee to the Commercial Operator.

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

The Authorized Signatory is responsible for entering and verifying information on the online Badging applications. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

The individual must meet with their authorizing signatory to complete an online application in DEN's security system. Two (2) valid forms of identification must be presented at the badging office, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A DEN online Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. The Badge Applications should be entered by the authorizing agent 24 hours prior to going to the badging office. Allow adequate time for processing of the STA and CHRC.

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

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

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

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

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

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

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

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a CHRC and a STA for unescorted access to the Sterile and Secured Area(s).

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

III-21 Vehicles in the Secured Area

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

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, approved by an Authorized Signatory and all applicable permit fees must be paid for each Permit requested, and it must be signed by

the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

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

III-22 **Violations**

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

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

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

III-23 **Diversity and Inclusivity in City Solicitations**

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

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

III-26 Title VI Solicitation Notice

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

III-27 Compliance with Americans with Disabilities Act ("ADA")

Vision 100 is DEN's strategic plan that serves as a blueprint to align decision-making and enable accountability so DEN can thoughtfully prepare to serve 100 million passengers. To achieve the goals set forth in Vision 100 proposers shall prioritize equity for people with disabilities by ensuring accessibility including requirements set forth by the Americans with Disabilities Act (42 USC § 12101, et seq) ("ADA") (and any subsequent amendments to the statute) as well as any related federal, state, and local disability requirements, supporting DEN's efforts to ensure accessibility in airport facilities and programs.

Proposer shall provide the services specified in this RFP in a manner that complies with the ADA and related requirements. Proposer shall not discriminate against disabled persons in the provision of services, benefits or activities resulting from this RFP and further agrees that any violation of this prohibition on

Exhibit F

the part of Proposer, its employees, agents or assigns may result in a disqualification of the entire proposal. Proposer shall, at minimum, review the ADA's implementing regulations (28 CFR parts 35 and 36) and other federal, state, and local accessibility requirements. in preparing any proposals submitted pursuant to this RFP.

If requested by City, Proposer shall engage a qualified disability consultant, as part of the overall contract budget, to review Proposer's work for compliance with the ADA (and any subsequent amendments to the statute) and all related federal, state, and local disability requirements.

END OF ADMINISTRATION INFORMATION

IV. PREPARATION OF PROPOSAL**IV-1 Preparation of Proposal - Proposal Forms**

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

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

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

IV-2 Preparation of Proposal - Proposal Narrative**A. GENERAL**

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, DEN EDI Plan, table of contents, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, conflict of interest, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.

- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal
- Conflict of Interest

IV-3 Proposal Narrative Contents

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

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

Cover Letter

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

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

1. Cost Effectiveness**Cost-Effectiveness:**

- Describe your team's philosophy on ensuring cost-effectiveness and efficiency for each task.
- How will you help DEN meet the project budget without compromising quality?

Pricing:

- If applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B - Core Staff Labor Rates in a separate electronic file and identify if you would like to include pricing in the evaluation and scoring of this RFx.

The Exhibit B 2025 Labor Rates & Classifications is specific to the individual employee assigned to the project, where such assignments are proposed. All salaried personnel or hourly employees not covered

by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Quality Control and Error Minimization:

- A. Explain your approach to quality control.
- B. What strategies will you use to minimize errors or re-work that could increase project costs?
- C. How will consultants and subconsultants adhere to your philosophy?

Right Sizing the Team:

- A. Outline your process for right sizing the team for each task.
- B. How will you optimize team expertise and capabilities to meet DEN's project objectives?
- C. How will you ensure your approach complies with the contract M/WBE goal?

Managing Subconsultants:

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

2. **DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)**

The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized businesses, this contract's historically underutilized business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

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

Proposer's response in the form of a plan should include, but is not limited to:

- A. **Equity, Diversity and Inclusion Strategies.** Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. **Technical Assistance & Support Services.** Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.
- C. **Procurement Process.** Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. **Communication and Proposer Management.** Describe the communication strategies and assistance Proposer is and will use with historically underutilized businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. **Past Performance.** Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized businesses and/or any assistance provided to the historically underutilized businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized businesses performing as prime), and community outreach.

- F. **Proposer's Culture.** Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3)

expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

- G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. **Understanding the Project**

Describe the following:

- A. Understanding of the Scope of Work
- B. Complexity, challenges, and problems involved in planning and performing scope of work
- C. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work.

4. **Proposed Work Plan and Approach**

Describe the Proposer's project management and organizational approach, including:

- A. Proposed effort for completing the work on schedule
- B. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.

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

Note: Any deliverables from the Proposer must be in a format compatible with DEN's systems.

5. **Key Personnel and Ability to Respond**

Describe the Proposer's ability to perform the Scope of Work and to coordinate its efforts with DEN and its other consultants.

- A. List office addresses and total number of professional/support employees for the Proposer and each subconsultant
- B. Proposers shall identify the location where work on this project would be performed.

Provide an organizational chart which identifies the Proposer's key personnel and applicable subcontractors who would perform work under the Contract. *Note: Organizational chart does not count towards total page count.

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

Submit detailed one-page resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. *Note: Resumes do not count towards total page count.

- A. Resumes must include a description of their qualifications/experience and their position and length of employment with the Proposer or subcontractor.

6. Company Experience and Qualifications

Describe your experience providing the services detailed in the Scope of Work:

- A. Include information on previous projects where these services have been provided.
- B. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.

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

- A. Project name
- B. Project description
- C. Contract value
- D. Scope of Work
- E. Location
- F. Owner name, address, current contact person, and telephone number
- G. List any subconsultants and percentage of work performed
- H. Gross fees
- I. Outcome/result

V. EVALUATION OF PROPOSALS**V-1 Evaluation of Proposals**

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

All invited Proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview.

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

Evaluation Criteria		Evaluated Weights
1.	Cost Effectiveness/Pricing	20%
2.	DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)	15%
3.	Understanding the Project	10%
4.	Proposed Work Plan and Approach	20%
5.	Key Personnel and Ability to Respond	15%
6.	Company Experience and Qualifications	20%
Total		100%

END OF EVALUATION OF PROPOSALS

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax: _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

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

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: _____

Is this a joint venture?

- ☐ YES
- ☐ NO

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

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

References
(Provide three professional references below)

1. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

2. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

3. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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.

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

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

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



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

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project’s MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to _____% of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime’s abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): _____

Firm’s Representative: _____

Title: _____

Signature (Firm’s Representative): _____ Date: _____

Address: _____

City:	State:	Zip:
-------	--------	------

Phone:	Email:
--------	--------



DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name:

Project/Contract Name and Number:

DSBO Version 1: 3/4/2025



Utilization Strategies

- Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**
- Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.

For reference, please refer to CCD Certified Small Business Database.

[Small Business Certification and Contract Management System | Denver Office of Economic Development](#)

Response:



Exhibit F

**Standard Procedure
for Bid Packages**

- Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:



Exhibit F

Technical Assistance	Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts. Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc. Response:
-----------------------------	---

VIII. ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS

EXHIBIT B - 2025 LABOR RATES AND CLASSIFICATIONS

The Pricing Forms which apply to this contract are included as a separate MS Excel attachment in BidNet.

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

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

Exhibit F
EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability
Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability
Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

Exhibit F

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Exhibit F**7. Excess/Umbrella Liability**

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

Exhibit F

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

Exhibit F

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

XI. ATTACHMENT 6, SAMPLE AGREEMENT**SAMPLE AGREEMENT**

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

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

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

The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

7. Standard Federal Provisions contained in the Contract and the Exhibit or Appendix
8. Minority/Women Owned Business Enterprise (DEN-funded), Small Business Enterprise (DEN-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements
9. MWBE Prompt Pay (if applicable) and City Prompt Pay
10. Prevailing Wage Ordinance
11. City Minimum Wage provisions; worker retention provision if applicable
12. Insurance Requirements
13. Defense and Indemnification (subject to very limited exceptions and approval; Proposer must provide comments and any provisions it cannot accept with its Proposal)
14. Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)
15. Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval) compliance with all Executive Orders including drugs/alcohol/tobacco
16. Governing Law and Venue
17. Bond Ordinances
18. Force Majeure
19. Taxes and Costs
20. Environmental Requirements
21. Records Retention and Other Standard City Provisions, including but not limited to:
22. Diversity and Inclusiveness
23. No Discrimination in Employment
24. Advertising and Public Disclosure
25. Colorado Open Records Act
26. Examination of Records and Audits, including Federal and City Auditor provisions
27. Conflict of Interest
28. Sensitive Security Information, DEN Security, Badging, and other Security Provisions

Exhibit F

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional design services; and

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

WHEREAS, Contractor’s proposal was selected for award of the On-Call Infrastructure Design (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

Exhibit F

form issued by the CEO, and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

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

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

iv. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. For each Task Order, Contractor will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-contractors.

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

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

vii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor

Exhibit F

contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

Exhibit F

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”) unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

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

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

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

3. OWNERSHIP AND DELIVERABLES:

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

Exhibit F

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2) one-year options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

C. Suspension and Termination.

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

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

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

- a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Section 4 (C)(iii)(a).

Exhibit F

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

- i. All costs of correcting and replacing any affected design documents, including reproducible drawings;
- ii. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and
- iii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.
- iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Amount Dollars and Amount Cents (\$Amount) ("Maximum

Exhibit F

Contract Amount”). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

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

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

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

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement, including *Exhibit E*.

i. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

ii. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

Exhibit F

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is ___% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by Contractor.

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

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under this Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under

Exhibit F

D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

Exhibit F

proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered.

Date bid or proposal issuance was advertised: (Date)

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver (“**Auditor**”) with a list of all subcontractors providing any services under this Agreement.

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

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. Compliance With Denver Wage Laws. To the extent applicable to Contractor’s provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26 including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

Exhibit F

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this

Exhibit F

Agreement that are attributable to the negligence or fault of Contractor or Contractor's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

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

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

9. DISPUTES:

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

10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-2-802 *et seq.*) relating to design defects in the Project under this Agreement.

11. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its

Exhibit F

personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 U.S.C. § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Consultant as soon as practicable.

D. Compliance with all Laws and Regulations.

i. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

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

E. Compliance with Patent, Trademark and Copyright Laws.

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

Exhibit F

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

F. Notices.

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

by Contractor to:

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

And by the City to:

[« Click here to add multiple address lines »](#)

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

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

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any

Exhibit F

one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

L. Cooperation with Other Contractors.

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

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

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

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall

Exhibit F

make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

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

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

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

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

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

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

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

Exhibit F

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* ("**EDI Plan**"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

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

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude

Exhibit F

Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United

Exhibit F

States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work

Exhibit F

of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

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

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration (“TSA”). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and

Exhibit F

Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

15. FEDERAL RIGHTS:

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

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Task Proposals and Execution Process

Exhibit E: Scheduling, Reporting and Compensation

Exhibit F: Equity, Diversity and Inclusion Plan ("EDI Plan")

Exhibit G: Request for Proposals and Contractor's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1

Section 1 through 17 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit F

Exhibit D

Exhibit E

Exhibit G

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City

Exhibit F

Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

[SIGNATURE PAGES FOLLOW]

XII. ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM

DEN CONFLICT QUESTION SUBMISSION FORM

The Conflict Question Submission form may be relative to this contract and is contained in the pages immediately following this page.

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

Exhibit F
DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

E-mail address

Telephone Number

II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

☐ Yes - outside entity

☐ No - internal

Exhibit F

III. Conflict Question

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

Exhibit F

Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

IV. DEN Stakeholders

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

Exhibit F

List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

V. Timeline Constraints

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued?

If yes, briefly describe the timing issue and any specific dates and potential impacts.

Exhibit F

VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Exhibit F

Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot to make a determination at this time

VII. Comments / Conditions

Exhibit F

August 25, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

Scope of this Addendum

Addendum Number 1 includes modifications to the following RFP Documents issued Friday, August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

The following links have been updated as part of Addendum Number 1:

Optional Pre-Proposal Conference

The link for the pre-proposal conference will be replaced in its entirety with the link below.

[Optional Pre-Proposal Conference Link](#)

Minority and Women-Owned Business Enterprise Participation

[Small Business Certification and Contract Management System](#)

Attachment 2, DSBO Forms

DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement: [DSBO Compliance Website](#)

DSBO Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan: [Small Business Certification and Contract Management System](#) & [Denver Office of Economic Development](#)

Attachment 4, Insurance Requirements

Exhibit C: Insurance Requirements for Department of Aviation Professional Services Agreement

[DEN AirsideDrive Program](#)

[DEN Airport Rules and Regulations](#)

[DEN ROCIP Safety Manual](#)

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

The total number of pages (including cover sheet) contained in this Addendum Number 1 is two (2).

* * * * *

End of Addendum Number 1.

Exhibit F

September 11, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

Scope of this Addendum

Addendum Number 2 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 2 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 1 is attached. Question 15 will be addressed in a later addendum.

Preparation of Proposal

Section IV-3 Proposal Narrative Contents

The following language under Cost Effectiveness will be replaced in its entirety to state:

Pricing:

- A. Complete the Exhibit B for Labor Rates and Classifications for the core team and key personnel labor classifications.

All salaried personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) from those identified in the original Contract must also have hourly billing rates approved prior to commencing work at DEN, including additional labor classifications and new or additional subcontractors.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 1
- Professional Services Compensation Process
- Task Order Process – Proposals and Execution

The total number of pages (including cover sheet) contained in this Addendum Number 2 is twenty-one (21).

* * * * *

End of Addendum Number 2.

Exhibit F

Questions & Answers - 1

Solicitation 202580614 - On-Call Infrastructure Design
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	Question: Link to Pre-proposal Meeting Does Not Work Hello, Could you please provide a new link to the pre-proposal meeting? The one in the RFP does not work. Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q2	Question: Preproposal Link Hello, In the downloaded RFP, it does not appear that the pre-proposal meeting link is functioning. Can you please post the call-in information? Thank you Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q3	Question: Organizational Chart Can the org chart be on a 11 x 17 page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q4	Question: Conflict of Interest In section III-25 of the RFP for conflicts of interest, it states that "existing contracts held by the proposer could be consider a conflict." Would you suggest we state all the contracts currently held as the proposer? It is unclear as the submission form provided appears to be more of a claim notice rather than a statement. Answer: The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed. Proposers should consider potential conflict of interests as defined in Section III-25.	08/27/2025
Q5	Question: Sample List of Task Order Projects Would it be possible to provide a sample list of actual task order projects that may be anticipated under this contract? Answer: Actual task order projects have not been determined at this time, but could include: -Runway and airfield pavement rehabilitation projects -Roadway and surface parking lot rehabilitation projects -Airside and landside pavement evaluations -Stormwater drainage improvements -New and modifications of water quality facilities -DIW system rehabilitation and improvements -Rehabilitation of airfield lighting systems -Traffic signal design, traffic analysis -Utility extensions and preliminary site development	08/27/2025

Exhibit F

No	Question/Answer	Question Date
Q6	Question: Consultants' submission Can consultants submit to provide discipline-specific services on an on-call basis (i.e. structural engineering) or is the expectation that submittals include complete teams that are capable of meeting all of the potential project requirements (i.e. architects, engineers, etc.) Answer: DEN's expectation is that each awarded firm will have the capabilities to respond to all potential project requests, through self-performance or the subconsultant team structure. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs.	08/27/2025
Q7	Question: Tab 5 Key Personnel We want to make sure we're clear on all of the resources we are dedicating to potential airside and landside on-call projects as well as identifying a clear structure for opportunities for our MWBE partners while keeping within the 12 point Times New Roman requirements. Would it be possible to allow for the organizational chart to be placed on an 11" x 17" page so we can show all these relationships together on one page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q8	Question: Consultant Number How many consultants/teams will DEN be selecting for this contract? Answer: DEN is anticipating approximately 5 contracts to be awarded.	08/29/2025
Q9	Question: Contract Cap Will the contracts have a monetary cap? If so, is DEN aware of how much that cap will be? Answer: DEN is anticipating each contract maximum liability to be approximately \$10M.	08/29/2025
Q10	Question: Organization Chart Size Is it acceptable to present the organization chart on an 11 x 17 page since it does not count towards the page count? Answer: Yes, the org chart can be on an 11 x 17 page.	09/02/2025
Q11	Question: Proposal Format Section IV-3 Subsection 5 states, "Organizational chart does not count towards total page count." Section IV-2.B bullet 6 includes items excluded from the 25-page count, but does not list the Organizational Chart as an exclusion. Please state whether the Organization Chart counts towards the 25-page Proposal Narrative page count. Please also confirm whether the Org Chart may be submitted as an 11x17 sheet with 10 pt font. Answer: The org chart does not count against your page count and it can be submitted on 11 x 17, the font can be 10 pt. font as long as it is easily readable by our evaluation panel.	09/03/2025
Q12	Question: Proposal Format RFP Section IV-2.B states, "Proposals shall use the font type and size of Times New Roman 12 point." Please confirm graphics, tables, charts, etc. are excluded from this formatting requirement, and may be submitted with legible smaller font and styling. Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/03/2025

Exhibit F

No	Question/Answer	Question Date
Q13	Question: Exhibit B Rate Sheet Please clarify if the Exhibit B Rate Sheet is to include subconsultant staff bill rates, or if it is to include only the Prime Consultant key staff bill rates. Answer: The Rate Sheet Exhibit is intended to include prime consultant and subconsultant billing rates. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs, resulting in subsequent updates to the Rate Sheet Exhibit.	09/03/2025
Q14	Question: Exhibit B-2025 Labor Rates and Classification The "Exhibit B-2025 Labor Rates and Classification" form that was provided with the RFP has limited staff positions available for selection. For example, the Engineer category used to include levels from Engineer I thru Engineer IV. This has been reduced to 1 single classification of Engineer. There are not sufficient positions in this form to categorize our different staff levels. Can this form be revised to include those additional positions similar to previous versions of this form? Answer: Proposers should utilize the "Experience Level" in addition to the Position title as further qualifiers for different staff level.	09/04/2025
Q16	Question: conflict of interest form The RFP indicates the conflict of interest form is required to be submitted as a part of this. Should this form only be submitted if we feel there is a conflict of interest that needs to be disclosed? Should this form be used to identify all the current contracts a firm holds at DEN for review? Can you please provide more clarification around the submission of this form. Answer: The Conflict of Interest Form is only required if the Proposer believes a conflict of interest may exist. The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed.	09/04/2025
Q17	Question: project specific pricing sheet The RFP indicates that if applicable, please provide a project specific pricing sheet or use the Exhibit B form. Please confirm that an Exhibit B is all that is required for this contract. Answer: IV-3 Subsection 1 will be revised. Exhibit B Labor Rates and Classifications is all that is required, there is no project specific pricing sheet for this opportunity.	09/04/2025
Q18	Question: Exhibit B 2025 Labor Rates & Classification Page 24 of the RFP indicates that "The Exhibit B 2025 Labor Rates & Classification is specific to the individual employee assigned to the project, .." The Exhibit B form that is included does not have a column to identify the individual employee. Is the intent to establish rates for each individual, or for each classification? Answer: Complete the Exhibit B Labor Rates and Classifications as indicated. The intent is to establish classification rates, not individual employee rates.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q19	Question: Font Size/Type Will DEN allow firms to use fonts and sizes other than Times New Roman 12 in graphics, charts and callouts? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q20	Question: DEN Conflict Question Submission Form Page 4 of the RFP lists the Conflict of Interest Question Submission Form as a required document. Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form. Please confirm this form is only required if the proposer has a potential conflict of interest as defined in Section III-25 of the RFP. Answer: Refer to Q16.	09/04/2025
Q21	Question: DEN Conflict Question Submission Form Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form, the form appears to be an online submission. If required, is the proposer to complete and submit this form online? Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q22	Question: DEN Conflict Question Submission Form If required to be submitted online, please provide a link to the DEN Conflict Question Submission Form. Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q23	Question: DEN Conflict Question Submission Form If required to be submitted online, is the DEN Conflict Question Submission Form required to be submitted prior to the Proposal Due Date. Answer: If applicable, the Conflict of Interest Form should be submitted as part of the Proposal Submittal package.	09/04/2025
Q24	Question: DEN Conflict Question Submission Form If required to be submitted, please confirm that DEN will complete Sections VI and VII of the DEN Conflict Question Submission Form, and the proposer does not need to complete these sections. Answer: Correct - Section VI and VII are reserved for DEN's determination.	09/04/2025
Q25	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states "if applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B – Core Staff Labor Rates." Please confirm that there is not a requirement to provide project specific pricing as part of the proposal response, and that the proposer is only required to submit Core Staff Rates in the RFP attachment titled "EXHIBIT – 2025 LABOR RATES AND CLASSIFICATIONS 073125", for the prime consultant only. Answer: Refer to Q13 and Q17.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q26	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate how much of the 20% Evaluated Weight for Section 1 Cost Effectiveness/Pricing would be subdivided if pricing was included in the evaluation and scoring. Answer: IV-3 Subsection 1 will be revised. Pricing is included in the evaluation and scoring, but the evaluated weight is not further subdivided under this criteria.	09/04/2025
Q27	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate where the proposer is to address this evaluation option. Answer: IV-3 Subsection 1 will be revised. This is not intended to be a proposer option.	09/04/2025
Q28	Question: Number of Contracts How many contracts does DEN expect to award as part of this solicitation? Answer: Refer to Q8.	09/04/2025
Q29	Question: Submission on Areas Can a firm submit only in the areas they perform or does DEN prefer teams that can cover all of the potential scope areas listed in the RFP? Answer: Refer to Q6.	09/04/2025
Q30	Question: Graphics + Org Chart Would it be allowable for submitters to use a different font than Times New Roman to accommodate graphic layouts as part of our submittal? For instance in the org chart or other graphics that include text labels? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q31	Question: Exhibit B - Rates Can categorical rates be provided within the Exhibit B form or are individual person names required? Answer: Refer to Q18.	09/04/2025
Q32	Question: Exhibit B - Rates Are rates to be provided within the Exhibit B form for the prime only or for prime and subs? Answer: Refer to Q13.	09/04/2025

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

PROFESSIONAL SERVICES COMPENSATION PROCESS

OPR:	Design Engineering and Construction – Facility Project Delivery
Supersedes:	EXHIBIT E, PROFESSIONAL SERVICES, DESIGN & ENGINEERING, SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL, May 2022
Certified by:	Senior Director, Project Delivery

CONTENTS

INTRODUCTION	2
PROGRESS PAYMENT MEASUREMENT	2
INVOICES AND PROGRESS PAYMENTS	3
SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT	4
ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)	4
EXPENSES	5
SUMMARY OF CONTRACT/TASK ORDER CONTROL.....	6
DEN Project Manager Discretion	6
Prior To Commencement of work – Submittals Required	7
Monthly Submittals	7
REFERENCED FORMS.....	7

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

INTRODUCTION

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 Contract or 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 alternatives, which the Consultant must submit written approval for each Task Order as described in this document. Billing shall be at 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.

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 Progress Payment Measurement section below, 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.

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.

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.

PROGRESS PAYMENT MEASUREMENT

The method of calculating progress payments is described below. The Consultant may offer alternatives for each Task Order, but final determination is at DEN's discretion. If an alternative payment method is approved, it shall be set forth in the Task Order.

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, in accordance with the PS-F Task Order Fee Proposal – Professional Services. Each invoice shall contain a table of costs and hours by employee, which shows actuals, projected (or proposed), % complete of projected (or proposed), and % remaining.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

INVOICES AND PROGRESS PAYMENTS

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.

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.

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.

A DEN representative (Project Manager, or designee) will review all invoices, and, in the event, this individual disagrees with the invoiced progress, s/he will notify the Consultant. The Consultant and DEN representative will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN representative 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.

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:

1. A current Certificate of Insurance providing the levels of protection required per Prime Agreement
2. Signed subconsultant agreement(s)
3. Final Organizational Chart (Updated with new Subconsultants as they are acquired)
4. Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
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.

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 (see form PS-A). 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.

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,

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

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 DEN representative and shall also include a written Affidavit of Completion, certifying all services under the Task Order Scope of Work has been completed, and a Final Statement of Accounting, summarizing all payments made to date, final amount due, and any unused Task Order funds to be unencumbered.

SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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 Directors. DEN is not obligated to grant any schedule or cost changes or increases.

ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

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.

Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:

1. Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
2. Supplies & Equipment: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
3. Maintenance and Repair: Office equipment, survey & testing equipment.
4. Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
5. Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
6. Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION

DENVER INTERNATIONAL AIRPORT

8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

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.
8. Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
9. Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.

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.

EXPENSES

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

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

Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved prior to the expenditure, by identifying anticipated expenses on the PS-F Task Order Fee Proposal form. 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.

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 Director. 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.

Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

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.

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.

Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.

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 DEN Senior Vice President or his/her designee before cost are incurred or submitted for reimbursement.

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

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).

Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

SUMMARY OF CONTRACT/TASK ORDER CONTROL

DEN PROJECT MANAGER DISCRETION

1. All requirements in this section may be modified by the DEC Senior Vice President or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

PRIOR TO COMMENCEMENT OF WORK – SUBMITTALS REQUIRED

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

MONTHLY SUBMITTALS

1. The Consultant shall submit invoicing by the day of the month, established by the Consultant and DEN Project Manager.

REFERENCED FORMS

The following is an example list of forms that may be required. It is not all-inclusive.

1. Standard Professional Services Cost Proposal Form
2. Expense Greater than \$500 Approval Form
3. Advance Travel Authorization Form
4. Task Order Fee Proposal – Professional Services

END OF EXHIBIT

TASK ORDER PROCESS - PROPOSALS AND EXECUTION

Office of Primary Responsibility:	Design Engineering and Construction (DEC)
Supersedes:	TASK ORDER PROPOSALS AND EXECUTION PROCESS, FEBRUARY 2025, R1
Certified by:	Senior Director, Project Delivery

CONTENTS

INTRODUCTION	2
THE FACILITY DESCRIPTION	2
TASK ORDER OVERVIEW	2
TASK ORDER REQUEST FOR PROPOSAL	2
TASK ORDER PROPOSAL	3
LUMP SUM VERSUS TIME AND MATERIALS, NOT TO EXCEED PROPOSALS	3
CONSULTANT’S ACTIVITIES.....	4
CONSULTANT SERVICES	4
CONSULTANT’S PERSONNEL ASSIGNED TO THIS AGREEMENT.....	4
DILIGENCE.....	4
COOPERATION	5
CONSULTANT TASK ORDER EXECUTION	5
TASK ORDER NOTICE TO PROCEED.....	5
ADDITIONAL SERVICES	5
TASK ORDER CLOSEOUT	6
MISCELLANEOUS REQUIREMENTS.....	6
AIRPORT SECURITY REQUIREMENTS.....	6
EXISTING FACILITY INFORMATION	6
OWNERSHIP OF PLANS AND DOCUMENTS	6
REFERENCED FORMS.....	7

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

INTRODUCTION

THE FACILITY DESCRIPTION

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. DEN also consists of Runways, Taxiways, roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

TASK ORDER OVERVIEW

The Airport maintains various on-call professional service and construction contracts to deliver various projects 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 and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; and site surveying. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Consultant may be tasked to participate in the design construction of a project by providing construction administration services.

Should a Task Order scope of work require a discipline that is not currently represented on the Consultant or Contractor's team, the Consultant or Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Consultant or Contractor will identify a specialty sub consultant or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

The term "Task Order" when it is used in this Agreement includes all the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President (SVP) of Design, Engineering and Construction (DEC) or the designated DEC representative.

TASK ORDER REQUEST FOR PROPOSAL

The SVP of DEC or the designated DEC representative will issue to the Consultant a Task Order Request for Proposal (RFP) for each specific Task Order scope of work. If the work produces 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

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Proposal unless an alternate delivery duration is defined by the DEC Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response. The Consultant or Contractor 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 DEC or the designated DEC representative.

TASK ORDER PROPOSAL

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

1. A narrative of the understanding of the requested Task Order including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subconsultants.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (unless otherwise specified in the RFP), inclusive of all annual billable rate adjustments. The fee structure for the proposal will be identified and defined in the Task Order RFP.
4. A maximum sub-consultant markup of five percent (5%).
5. An accompanying Task Order Fee Proposal Spreadsheet. When the schedule for the proposed work spans more than one calendar year, the billable rates established as part of the contract execution for the effective calendar year of the work (in the Labor Rates and Classifications Exhibit) will be used to determine the proposed fee. These rates include the initial billable rates established during the calendar year of the Contract execution, and an annual 3% rate escalation each calendar year thereafter for the life of the Contract. New calendar year rates are effective on January 1st of each year.

Fees for proposal preparation will not be reimbursed.

LUMP SUM VERSUS TIME AND MATERIALS, NOT TO EXCEED PROPOSALS

The Task Order RFP will indicate whether the Consultant is required to submit a Lump Sum proposal or a Time & Materials, Not to Exceed proposal for requested services and scope of work. Any additional proposal documentation required will be defined in the RFP. The cost of the Task Order scope of work will be provided as part of the proposal in the Fee Proposal Spreadsheet which will be provided with the RFP.

1. Lump Sum Proposal - The written proposal will be related to levels of effort and a clear scope of work provided at the time of the issuance of a Request for Proposal (RFP). The Consultant's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum (fixed price) for the previous billing period.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

2. Time and Materials, Not-to-Exceed Proposal - The written proposal will be related to proposed hours and associated costs related to delivering the entirety of the scope of work, which will be invoiced monthly for the cost of the hourly work for the previous billing period.
 - a. The Labor Rates and Classifications Exhibit executed with the contract establishes billable rates for the life of the contract. These rates are detailed by company, by position, for each calendar year of the contract term including an annual 3% rate escalation effective on January 1st of each year of the contract.
 - b. In completing the Labor Rates and Classifications Exhibit, the “Base Rate” for any employee of the Prime Consultant is the average annual salary for the Position listed, divided by 2,080.
 - c. In completing the Labor Rates and Classifications Exhibit, the “Base Rate” for any employee of a Sub-Consultant, is the billable rate charged to the Prime Consultant, without any markup. All sub-consultant markups will be applied on the monthly invoice.

CONSULTANTS’ ACTIVITIES

CONSULTANT SERVICES

The Consultant, as deemed necessary by the SVP of DEC or the designated DEC 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, 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. Specific task scopes of work are referenced, which will be issued with a Task Order Request for Proposals.

CONSULTANT’S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Consultant may choose to replace a project manager, pending City approval, 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 that is not deemed necessary for the scope of work required of Consultant or its project manager.

DILIGENCE

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 DEC or the designated DEC representative.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

COOPERATION

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.

CONSULTANT TASK ORDER EXECUTION

TASK ORDER NOTICE TO PROCEED

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.

Amendment Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of DEC or the designated DEC 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. The Consultant cannot proceed with any work changes without an executed Task Order amendment.

ADDITIONAL SERVICES

Changes to the scope of work initiated by the SVP of DEC or the designated DEC representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services. Initiation of this request for additional services does not guarantee additional work acceptance or grant schedule relief.

Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services, or a duration as defined in writing by the DEC Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subconsultants.
2. A completed Fee Proposal Spreadsheet that clearly demonstrates the proposed additional fee compared to the original fee.
 - a. Information related to the additional fee may potentially include information broken down by personnel, billing rates, requested expenses, schedule, and hours necessary to complete the additional scope of work. This additional information, if required, will be identified in the Task Order Request for Proposal for Additional Services.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

3. A revised schedule identifying all phases of the work that demonstrates the proposed additional schedule compared to the original schedule.

Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization. The Consultant cannot proceed with any work changes without an executed Task Order amendment.

TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the SVP of DEC or the designated DEC representative.

Task Order Closeout Documents: Professional Services Affidavit of Completion Letter and Final Statement of Accounting.

MISCELLANEOUS REQUIREMENTS

AIRPORT SECURITY REQUIREMENTS

Airport Badges: The Consultant will obtain Airport ID badges for personnel who require access to restricted areas for the execution of the work. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

EXISTING FACILITY INFORMATION

City Supplied Documents: As tasks are defined, DEN may make available documents when they exist, related to that specific Task Order scope of work. These documents, when provided for a Task Order scope of work, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor maintains the responsibility to their own due diligence in assessing existing conditions to the degree that they may accurately present a proposal with all stated inclusions and exclusions as required. These documents include items such as:

1. Electronic files of Construction Drawings (Task Order Specific)
2. Available BIM files for areas of work (Task Order Specific)
3. Electronic copies of available Technical Specifications (Task Order Specific)
4. 3-D Scans of spaces (Task Order Specific)

OWNERSHIP OF PLANS AND DOCUMENTS

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

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

reproducible copies of such documents so long as the hard copy of 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.

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.

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 help reasonably needed to perfect such rights. All contracts entered with the Consultant and/or between 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.

REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Task Order Request for Proposal
2. Task Order Fee Proposal Spreadsheet
3. Request for Proposal for Additional Services
4. Professional Services Affidavit of Completion Letter
5. Labor Rates and Classifications Exhibit
6. Final Statement of Accounting

END OF EXHIBIT

Exhibit F

September 12, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

This Addendum Number 3 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

Scope of this Addendum

Addendum Number 3 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 3 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 2 is attached which answers Q15.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 2
- Task Order Process – Proposals and Execution. This document replaces the previous attachment included within Addendum 2.

The total number of pages (including cover sheet) contained in this Addendum Number 3 is ten (10).

* * * * *

End of Addendum Number 3.

Exhibit F

Questions & Answers - 1

Solicitation

Buying Organization

202580614 - On-Call Infrastructure Design

City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q15	Question: Exhibit B-2025 Labor Rates and Classification The “Exhibit B-2025 Labor Rates and Classification” form that was provided with the RFP calculates yearly rates for the next 6 years, and uses a 3% escalation rate. The Draft contract in section 5.D indicates rate adjustments will be tied to the Denver-Aurora-Lakewood CPI. Is the intent to limit future escalations to 3%, and the final contract language will be updated to reflect that? Answer: Correct - the intent is to limit annual escalations to 3% and final contract language will be updated.	09/04/2025

TASK ORDER PROCESS - PROPOSALS AND EXECUTION

Office of Primary Responsibility:	Design Engineering and Construction (DEC)
Supersedes:	TASK ORDER PROPOSALS AND EXECUTION PROCESS, FEBRUARY 2025, R1
Certified by:	Senior Director, Project Delivery

CONTENTS

INTRODUCTION	2
THE FACILITY DESCRIPTION	2
TASK ORDER OVERVIEW	2
TASK ORDER REQUEST FOR PROPOSAL	2
TASK ORDER PROPOSAL	3
LUMP SUM VERSUS TIME AND MATERIALS, NOT TO EXCEED PROPOSALS	3
CONSULTANT’S ACTIVITIES.....	4
CONSULTANT SERVICES	4
CONSULTANT’S PERSONNEL ASSIGNED TO THIS AGREEMENT.....	4
DILIGENCE.....	4
COOPERATION	5
CONSULTANT TASK ORDER EXECUTION	5
TASK ORDER NOTICE TO PROCEED.....	5
ADDITIONAL SERVICES	5
TASK ORDER CLOSEOUT	6
MISCELLANEOUS REQUIREMENTS.....	6
AIRPORT SECURITY REQUIREMENTS.....	6
EXISTING FACILITY INFORMATION	6
OWNERSHIP OF PLANS AND DOCUMENTS	6
REFERENCED FORMS.....	7

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

INTRODUCTION

THE FACILITY DESCRIPTION

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. DEN also consists of Runways, Taxiways, roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

TASK ORDER OVERVIEW

The Airport maintains various on-call professional service and construction contracts to deliver various projects 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 and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; and site surveying. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Consultant may be tasked to participate in the design construction of a project by providing construction administration services.

Should a Task Order scope of work require a discipline that is not currently represented on the Consultant or Contractor's team, the Consultant or Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Consultant or Contractor will identify a specialty sub consultant or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

The term "Task Order" when it is used in this Agreement includes all the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President (SVP) of Design, Engineering and Construction (DEC) or the designated DEC representative.

TASK ORDER REQUEST FOR PROPOSAL

The SVP of DEC or the designated DEC representative will issue to the Consultant a Task Order Request for Proposal (RFP) for each specific Task Order scope of work. If the work produces 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

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Proposal unless an alternate delivery duration is defined by the DEC Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response. The Consultant or Contractor 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 DEC or the designated DEC representative.

TASK ORDER PROPOSAL

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

1. A narrative of the understanding of the requested Task Order including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subconsultants.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (unless otherwise specified in the RFP), inclusive of all annual billable rate adjustments. The fee structure for the proposal will be identified and defined in the Task Order RFP.
4. A maximum sub-consultant markup of five percent (5%).
5. An accompanying Task Order Fee Proposal Spreadsheet. When the schedule for the proposed work spans more than one calendar year, the billable rates established as part of the contract execution for the effective calendar year of the work (in the Labor Rates and Classifications Exhibit) will be used to determine the proposed fee. These rates include the initial billable rates established during the calendar year of the Contract execution, and an annual 3% rate escalation each calendar year thereafter for the life of the Contract. New calendar year rates are effective on January 1st of each year.

Fees for proposal preparation will not be reimbursed.

LUMP SUM VERSUS TIME AND MATERIALS, NOT TO EXCEED PROPOSALS

The Task Order RFP will indicate whether the Consultant is required to submit a Lump Sum proposal or a Time & Materials, Not to Exceed proposal for requested services and scope of work. Any additional proposal documentation required will be defined in the RFP. The cost of the Task Order scope of work will be provided as part of the proposal in the Fee Proposal Spreadsheet which will be provided with the RFP.

1. Lump Sum Proposal - The written proposal will be related to levels of effort and a clear scope of work provided at the time of the issuance of a Request for Proposal (RFP). The Consultant's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum (fixed price) for the previous billing period.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

2. Time and Materials, Not-to-Exceed Proposal - The written proposal will be related to proposed hours and associated costs related to delivering the entirety of the scope of work, which will be invoiced monthly for the cost of the hourly work for the previous billing period.
 - a. The Labor Rates and Classifications Exhibit executed with the contract establishes billable rates for the life of the contract. These rates are detailed by company, by position, for each calendar year of the contract term including an annual 3% rate escalation effective on January 1st of each year of the contract.
 - b. In completing the Labor Rates and Classifications Exhibit, the “Base Rate” for any employee of the Prime Consultant is the average annual salary for the Position listed, divided by 2,080.
 - c. In completing the Labor Rates and Classifications Exhibit, the “Base Rate” for any employee of a Sub-Consultant, is the billable rate charged to the Prime Consultant, without any markup. All sub-consultant markups will be applied on the monthly invoice.

CONSULTANTS’ ACTIVITIES

CONSULTANT SERVICES

The Consultant, as deemed necessary by the SVP of DEC or the designated DEC 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, 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. Specific task scopes of work are referenced, which will be issued with a Task Order Request for Proposals.

CONSULTANT’S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Consultant may choose to replace a project manager, pending City approval, 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 that is not deemed necessary for the scope of work required of Consultant or its project manager.

DILIGENCE

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 DEC or the designated DEC representative.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

COOPERATION

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.

CONSULTANT TASK ORDER EXECUTION

TASK ORDER NOTICE TO PROCEED

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.

Amendment Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of DEC or the designated DEC 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. The Consultant cannot proceed with any work changes without an executed Task Order amendment.

ADDITIONAL SERVICES

Changes to the scope of work initiated by the SVP of DEC or the designated DEC representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services. Initiation of this request for additional services does not guarantee additional work acceptance or grant schedule relief.

Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services, or a duration as defined in writing by the DEC Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subconsultants.
2. A completed Fee Proposal Spreadsheet that clearly demonstrates the proposed additional fee compared to the original fee.
 - a. Information related to the additional fee may potentially include information broken down by personnel, billing rates, requested expenses, schedule, and hours necessary to complete the additional scope of work. This additional information, if required, will be identified in the Task Order Request for Proposal for Additional Services.

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

3. A revised schedule identifying all phases of the work that demonstrates the proposed additional schedule compared to the original schedule.

Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization. The Consultant cannot proceed with any work changes without an executed Task Order amendment.

TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the SVP of DEC or the designated DEC representative.

Task Order Closeout Documents: Professional Services Affidavit of Completion Letter and Final Statement of Accounting.

MISCELLANEOUS REQUIREMENTS

AIRPORT SECURITY REQUIREMENTS

Airport Badges: The Consultant will obtain Airport ID badges for personnel who require access to restricted areas for the execution of the work. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

EXISTING FACILITY INFORMATION

City Supplied Documents: As tasks are defined, DEN may make available documents when they exist, related to that specific Task Order scope of work. These documents, when provided for a Task Order scope of work, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor maintains the responsibility to their own due diligence in assessing existing conditions to the degree that they may accurately present a proposal with all stated inclusions and exclusions as required. These documents include items such as:

1. Electronic files of Construction Drawings (Task Order Specific)
2. Available BIM files for areas of work (Task Order Specific)
3. Electronic copies of available Technical Specifications (Task Order Specific)
4. 3-D Scans of spaces (Task Order Specific)

OWNERSHIP OF PLANS AND DOCUMENTS

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

Exhibit F

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

reproducible copies of such documents so long as the hard copy of 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.

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.

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 help reasonably needed to perfect such rights. All contracts entered with the Consultant and/or between 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.

REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Task Order Request for Proposal
2. Task Order Fee Proposal Spreadsheet
3. Request for Proposal for Additional Services
4. Professional Services Affidavit of Completion Letter
5. Labor Rates and Classifications Exhibit
6. Final Statement of Accounting

END OF EXHIBIT



SEPTEMBER 2025 // RFP NO. 202580614

DENVER INTERNATIONAL AIRPORT ON-CALL INFRASTRUCTURE DESIGN

 **benesch** In Partnership With:

105WEST
INCORPORATED

AERIS
ENGINEERING

DIBBLE

GOODBEE
& ASSOCIATES, INC. 

GEG
GRANITE ENGINEERING GROUP

HCL
ENGINEERS • SURVEYORS • ARCHITECTS

Hg Consult
Inc. engineers
planners

Pinyon
Environmental, Inc.

 **PK Electrical, Inc.**
ENGINEERING • DESIGN • CONSULTING

 **shrewsberry**

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Alfred Benesch & Company - 202582719-00

Table of Contents

	Cover Letter	
TAB 1	Cost Effectiveness & Pricing	1
TAB 2	DEN Equity, Diversity & Inclusion Plan	4
TAB 3	Understanding the Project	7
TAB 4	Proposed Work Plan and Approach.....	9
TAB 5	Key Personnel and Ability to Respond	11
TAB 6	Company Experience and Qualifications	15
TAB 7	Required Forms	
	- <i>Sample Agreement Review</i>	
	- <i>Conflict of Interest</i>	
	- <i>Proposal Forms</i>	
	- <i>DSBO Forms</i>	
	- <i>Diversity Survey</i>	
	- <i>Insurance Requirements</i>	
	- <i>Financial Forms - Exhibit B (attached)</i>	
TAB 8	Resumes	



September 18, 2025

Attention: DeAnne Barker
Airport Office Building
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver, CO 80249

RE: RFP NO. 202580614 - On-Call Infrastructure Design

Dear Members of the Selection Committee:

The Benesch Team is pleased to submit our proposal for the On-Call Infrastructure Design Services contract with Denver International Airport (DEN). Benesch has a long history of providing engineering services for DEN. Our Denver staff has played key roles in both the original airport design and subsequent airside and landside improvements. From Peña Boulevard and parking facilities to aprons, taxiways, and runway support, our team has helped shape DEN's growth for more than 30 years. We look forward to continuing this legacy by serving as an extension of DEN staff and delivering responsive, high-quality solutions for upcoming task-order projects.

We believe the Benesch Team offers DEN four key advantages:

Proven Extension of Staff: Benesch is recognized across Colorado as a trusted partner, seamlessly serving as an extension of our clients' staff to deliver successful project outcomes. With more than 85 Colorado-based professionals and a track record of over 40 on-call contracts statewide—including DEN's current landside on-call—we understand how to integrate directly into your team. Our approach emphasizes collaboration, responsiveness, and flexibility, ensuring continuity and efficiency from project initiation through completion. Whether supplementing staff during peak workloads, providing specialized technical expertise, or managing complex, multi-stakeholder projects, Benesch brings the right resources at the right time to keep DEN's projects moving forward.

Landside & Airside Expertise: Benesch offers more than 70 years of comprehensive expertise in both landside and airside airport projects, providing full-service support for commercial, regional, and general aviation facilities. Our multidisciplinary teams bring decades of experience in roadway and bridge design, parking facilities, and utility infrastructure upgrades, as well as runway, taxiway and apron design and construction. We are also highly experienced in developing FAA Construction Safety and Phasing Plans (CSPP) and working safely within active airport environments. From Peña Boulevard and terminal circulation improvements to airfield design elements, our proven track record at large hub airports nationwide demonstrates our ability to deliver efficient, sustainable solutions while maintaining airport operations and safety.

Familiarity with DEN & Commitment to Its Vision: Benesch and our subconsultant team members collectively bring historic knowledge to DEN on both landside and airside projects. We have played an integral role in its development, delivering critical airside and landside projects—from the original design of Peña Boulevard to enhancements at the Central Plant, passenger bridges, parking structures, and utility infrastructure. Our deep institutional knowledge enables us to foresee operational challenges, adapt swiftly to changes, and provide safe, efficient, and compliant solutions that are in sync with DEN's ever-evolving needs.

Exhibit F

For this contract, Benesch has assembled a strategic team that combines local experts, proven partners, and firms with strong sustainability credentials. Our team leverages Envision principles, MWBE participation, and multiple Envision Certified Sustainability Professionals to enhance sustainability outcomes and support DEN's Vision 100 goal of becoming the greenest airport in the world. **With over 80% of our partners certified as MWBE firms, we prioritize meaningful participation, growth, and proactive management to ensure every project is executed safely, sustainably and efficiently.** By integrating local insight, technical expertise, and forward-thinking design, Benesch is uniquely positioned to deliver innovative airport infrastructure that advances operational and sustainable development at DEN.



Commitment to Meaningful Roles for Historically Under Utilized Firms: Benesch is firmly committed to growing the capacity of historically underutilized businesses and views this contract as an excellent opportunity. As you will see in our proposal, the majority of our teaming partners are MWBE's. We want to be clear, these firms are all extremely qualified and add a tremendous amount of expertise and value to the Benesch Team and DEN. These firms were excited to join the Benesch Team because of our track record of being a good partner and our commitment to providing meaningful role and opportunities. An example of this was Benesch's DEN Landside On-Call which had a DBE goal of 15% to which Benesch committed 20% and ended up exceeded that commitment with a 25% DBE participation!

Teaming Partners

- 105 West, Inc. [MWBE]
- Aeris Engineering, LLC [MWBE]
- Dibble & Associates Consulting Engineers, Inc.
- Goodbee & Associates, Inc. [MWBE]
- Granite Engineering Group, Inc. [MWBE]
- HCL Engineering & Surveying, LLC [MWBE]
- HG Consult, Inc. [MWBE]
- Pinyon Environmental, Inc.
- PK Electrical, Inc. [MWBE]
- Shrewsbury & Associates, LLC [MWBE]
- Yeh & Associates, Inc. [MWBE]

We are excited about the opportunity to continue serving DEN through this contract. The Benesch Team is ready to respond quickly to task orders, bring proven solutions to both airside and landside challenges, and help DEN achieve its mission of providing safe, efficient, and forward-thinking airport facilities.

Thank you for your consideration.

Sincerely,

Molly McGuire, PE
Contract Manager
P: 720-473-7584
E: mmcguire@benesch.com

Jess Hastings, PE
Senior Vice President/Principal In Charge
P: 303-345-7929
E: jhastings@benesch.com

We hereby commit that all key personnel identified in Section 4 will be available to perform the work described for the full duration of the Contract term.

Benesch acknowledges receipt of Addendum 1, 2 and 3. We have reviewed each addendum carefully and have incorporated the information into our proposal.

TAB 1

COST EFFECTIVENESS & PRICING



Exhibit F

PRICING

COST EFFECTIVENESS

■ **Describe your team's philosophy on ensuring cost effectiveness and efficiency for each task.** Benesch's philosophy for ensuring cost effectiveness is rooted in proactive planning and risk management throughout every task order and every phase of project execution. Our approach integrates structured value planning principles into the design process, emphasizing stakeholder engagement early to define project needs, constraints and desires. By considering alternatives based on performance, acceptance and cost from the outset, we can identify creative solutions that deliver the highest value with optimal efficiency.

■ **How will you help DEN meet the project budget without compromising quality?** Due to the potential of unknown challenges and risks associated with each task, we can offer a proactive approach to cost management by utilizing ProValue® – a model that Benesch designed to help with the development of contingency plans and real-time cost oversight. With data collection and analysis, this methodology allows us to identify opportunities to control or reduce costs without compromising project quality or performance. By providing a framework for managing project costs (e.g., exploring different task-specific design and construction solutions), we can track changing variables and present them to stakeholders to assist the team in choosing the most beneficial course of action. One way this can specifically support the project budget is via identifying means to offset rising construction costs. Public infrastructure projects can endure changing labor and material costs throughout the lifespan of the project given the longer duration for design and construction; thus, this methodology can help identify opportunities to control or reduce costs and the schedule without compromising project quality.

Envision Certification: Sustainable Quality Within Budget: *Benesch brings multiple Envision Certified Sustainability Professionals (ENV SPs) to help the project achieve Envision Silver Certification. By integrating Envision principles, we deliver sustainable design solutions that enhance quality, reduce long-term costs, and support DEN's budget and sustainability goals.*

Financial Forms

As requested, Exhibit B – Core Staff Rates was submitted as a separate electronic file from the proposal.



WE WROTE THE BOOK ON IT

ProValue® is a proactive process to manage project decisions. It helps the project team define the value of the project, account for the risk of unknowns, establish maximum cost and manage cost to satisfy changing needs throughout the design process without increasing costs or delaying schedules. This process is embedded in our workflow to optimize design decisions without adding extra layers of review or expense.



VALUE-DRIVEN DESIGN

Our approach begins with a clear understanding of project objectives, constraints, and stakeholder expectations. From there, we focus on solutions that provide the greatest benefit for the investment, considering:

- **Life-Cycle Costs:** Reducing long-term maintenance and operational expenses
- **Constructability:** Designing with practical, efficient delivery in mind
- **Sustainability:** Supporting DEN's sustainability goals with Envision-certified professionals and resilient design solutions
- **Asset Management:** Using data and cost modeling to anticipate risks and plan contingencies

By integrating these principles, Benesch supports informed decision-making, increases efficiency, and ensures projects are delivered on time and within budget.

Ultimately, value-driven design means doing the right project and doing the project right—delivering practical, sustainable solutions that meet DEN's goals and maximize return on investment.

QUALITY CONTROL & ERROR MINIMIZATION

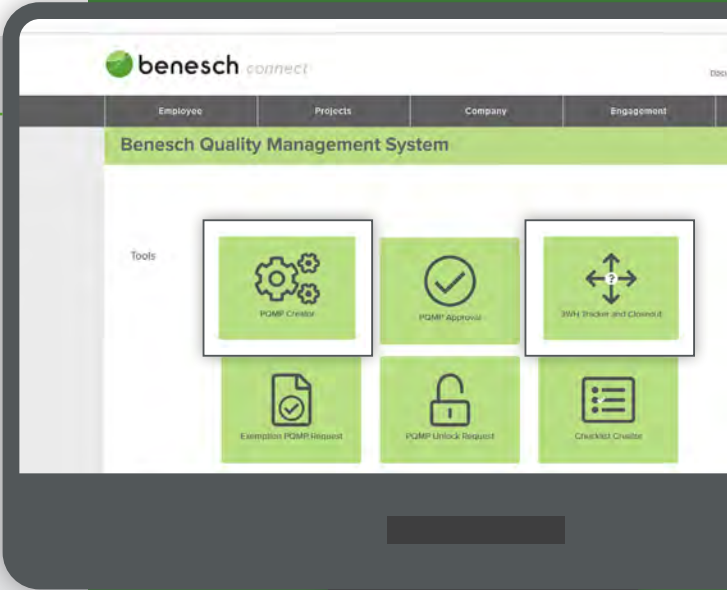
■ ■ *Explain your approach to quality control.* Delivering quality work is what Benesch has built its reputation on, demonstrated by a nearly 100% client retention rate. A key part of this approach is applying proven quality management practices at every stage of the project. This ensures quality is built into the process from start to finish, rather than only being checked at the end. For quality control, Benesch uses a company-wide system for planning and tracking projects online, ensuring consistency and compliance. The Quality Management System QMS is based on these principles and consists of the following:

- **Project Specific Quality Management Plan:** Each Benesch project, regardless of size, begins with a customized Project Quality Management Plan (PQMP) tailored to the project’s complexity and the client’s expectations. Using an online intranet tool, staff access templates that form the basis for each PQMP, ensuring consistency and efficiency. The PQMP outlines which deliverables will be checked, at what milestones, and how—whether through electronic review, red/yellow highlights or calculation checks.
- **Checking in – Who, What, When and How (3WH):** A key feature is the 3WH Tracker (Who, What, When, How), an automated database generated with each PQMP. This tracker lists all required quality control tasks that must be completed before deliverables are submitted. The designated QC checker electronically signs off on each task, followed by a QA reviewer who confirms and documents completion. Oversight is provided by the Corporate Director of Quality Management, who monitors the database to ensure compliance across all projects.

We believe quality must be built into every phase of project delivery—not left as a final step. Our process requires early validation of inputs, senior-level magnitude checks on outputs, and independent reviews at key milestones. By ensuring that QA/QC checks are performed by technically proficient staff at the right time and with the right level of rigor, we minimize errors, reduce rework, and deliver consistent, high-quality results. This continuous improvement approach helps us control project costs while meeting DEN’s goals.



Quality does not happen by accident. Our leaders are committed to it and work hard at it. Benesch’s reputation is based upon the delivery of high-quality products. Benesch’s QC/QA program establishes, shapes and ensures quality control and quality assurance for every service we provide.



Project Compliance Report

PQMP not prepared (Overdue) due to labor expended (20% for PM sign or 40% for DM sign)							
Division	Project Number	Project Create Date	Project Title	Project Manager	PM Date	DM/Group Mgr.	DM/GM Date
Colorado	1525-300048.00	02/12/25	Castle Rock - Crowfoot Valley CMC1	Joey Davidson			
Colorado	00152358.00	03/29/24	TOP - Kings Point Warranty CM	John Forni		N/A	N/A
Colorado	0000-152367.00	03/29/24	Williamson City, TX - CR460	Fernando Gaytan			
Colorado	1525-200008.02	04/21/25	Keystone - TO 4 - 2025 Reconstructs	Travis Greiman	08/29/25	John Sabo	
Colorado	00152375.00	06/11/24	Starter - CDOT R3 US 50 Blue Mesa Bridge	Jess E. Hastings	10/29/24	Mark Gukema	
Colorado	1525-300060.00	06/02/25	TOP - Intersections Improvements CM	Kurt Legenski			
Colorado	1525-700006.00	04/09/25	[Dibble] GWS - ALP Drone Services	Molly McGuire		Jess E. Hastings	
Colorado	1525-200010.00	10/04/24	Jeffco-Bike Signage Docs	John Moschovich			
Colorado	1525-300038.00	12/03/25	E470 Sable Interchange	James Newberry	05/20/25	Larry D. Isom	
Colorado	00152340.02	07/08/24	CDOT I-25 and Mulberry Interch TO# 2	Johnny Olson	08/02/24	John Sabo	
Colorado	1525-200021.00	08/01/24	Weld CO-WCR50113 Intersection Realig	Johnny Olson	06/16/25	John Sabo	
Colorado	00152149.00	04/22/22	112th Ave Intersection Improvements	John Sabo			
Colorado	1525-200060.06	02/05/25	CDOT R2 ADA TO #6	John Sabo			
Colorado	1525-202167.15	12/18/24	CDOT R4 SH 795th TO15	John Sabo			
PQMP not prepared (Overdue) due to 30 days from creation (PM sign) and 60 days from creation (PM approval)							
Division	Project Number	Project Create Date	Project Title	Project Manager	PM Date	DM/Group Mgr.	DM/GM Date
Colorado	1525-200030.01	01/27/25	High Line Canal at Broadway	Travis Greiman	08/29/25	John Sabo	
Colorado	1525-200032.00	05/27/25	Douglas County - Lincoln and Chambers	Travis Greiman	08/29/25	John Sabo	
Colorado	1525-200019.00	07/24/24	Bach Homes - Tollgate Creek Bridge	Steven Hakes			
Colorado	1525-200027.00	09/17/24	Jacobs (Aurora) - Alameda Over I-225	Steven Hakes			

Exhibit F

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

Benesch minimizes errors through proactive quality control embedded in design development. We conduct multidisciplinary coordination meetings, progressive interdisciplinary reviews, and independent audits at key milestones, supported by frequent team communication and early senior reviewer involvement. This culture of early and continuous checking improves coordination, accuracy, and constructibility while reducing costly rework. At each major milestone, Benesch's local construction management team also leads constructability reviews to ensure plans, estimates, and specifications meet project goals, regulatory requirements, and cost-effectiveness.

A structured quality assurance plan, with milestone reviews and peer assessments, is maintained at every phase. By embedding quality management into the workflow, Benesch identifies and resolves issues early, reducing costly errors, rework and delays. This comprehensive approach supports reliable deliverables, efficient resource use and sustainable project outcomes.

■ ■ How will consultants and subconsultants adhere to your philosophy? The project team, including subconsultants, will be required to agree with and follow our approved QA/QC plan, which will be audited on a regular basis by the Project Principal to meet our quality standards. Subconsultant scopes of work include detailed quality control requirements, and their work is subject to the same independent reviews and project management oversight as internal deliverables. Proactive communication through regular coordination meetings will help reinforce expectations, solve early issue project challenges, and increase accountability.

RIGHT SIZING THE TEAM

■ ■ Outline your process for right sizing the team for each task. The Benesch Team is designed to quickly and efficiently respond to DEN's service requests. We maintain a current, detailed local (Colorado) and national database of all project staffing commitments, ensuring we avoid over-committing resources. When a project is awarded, we develop a tailored schedule and staffing plan that includes both Benesch and any anticipated subconsultants. This plan includes a comprehensive estimate of the man-hour requirements for all team members expected to contribute to the project or task order.

Each project's staffing plan is entered into our company-wide database, which allows us to forecast and manage workload for the next 12 months. On a local level, we regularly assess staffing needs across individuals, teams (such as aviation, construction, or structural engineering), and the office as a whole—or even across multiple offices within the region. By using our custom staffing database, we ensure that the right team members are assigned to each task, optimizing productivity while effectively managing overhead costs. This approach ensures that the team is always right-sized for the specific requirements of each task.

■ ■ How will you optimize team expertise and capabilities to meet DEN's project objectives? We optimize team expertise by matching specialists to task needs, ensuring DEN has the right skills at the right time and an extension of our team when needed. Project managers regularly coordinate resources to balance workload, maintain continuity, and promote knowledge sharing. With recent hands-on experience in DEN-specific standards and protocols, our team remains responsive, efficient, and fully aligned with project goals.

■ ■ How will you ensure your approach complies with the contract M/WBE goal? Benesch is committed to meeting and exceeding the MWBE contract goal of 21%, as we prioritize fostering partnerships that advances DEN's EDI initiatives. The firms participating on our project team were selected based on their technical expertise and their past and ongoing work experience with DEN. Dependent on the task, we will seek leadership roles for MWBE staff wherever possible, and we will support and mentor others through clear task assignments while sharing knowledge.

MANAGING SUBCONSULTANTS

■ ■ Describe methods your team uses to manage subconsultants to maintain effectiveness and quality throughout the project. Subconsultants are key team members and are integral to the overall success of this on-call. Effective management of everyone's progress, budget, and schedule is critical to meeting major milestones. We plan to incorporate subconsultants early on through onboarding meetings where we will establish clear roles and responsibilities. Benesch will conduct regular internal project coordination meetings including milestone-based sessions, to keep all team members aligned on project goals, in addition to utilizing collaboration tools such as Microsoft Teams and SharePoint for document management, version control, and real-time communication. Cross discipline reviews will be held to share technical expertise and to identify design conflicts early on.

TAB 2

DEN EQUITY, DIVERSITY & INCLUSION PLAN



Exhibit F

DEN EQUITY, DIVERSITY & INCLUSION PLAN**■ ■ Equity, Diversity & Inclusion Strategies:**

Benesch is committed to fostering a culture where equity, diversity and inclusion are central to both our internal operations and how we engage with partners and clients. For this project, our strategy to increase participation of historically underutilized businesses includes early and consistent outreach, direct engagement with City and County of Denver MWBE-certified firms, and clear communication of scopes in a way that supports access and participation from both new and established firms.

Internally, we embed inclusive practices into our project planning, from how we structure scopes of work to how we build teams that reflect the diversity of the communities we serve. Our project leadership collaborates closely with our internal Diversity, Equity & Inclusion (DEI) Committee to ensure subcontractor opportunities are aligned with our organizational commitment to equity. We strive to remove barriers to entry for underutilized businesses by providing transparent expectations, mentorship opportunities and support throughout the contracting process.

These efforts are not treated as standalone initiatives, but rather as integrated components of our overall delivery model. By creating an environment that values diverse perspectives and promotes inclusive decision-making, we not only broaden participation but also improve project outcomes.

■ ■ Technical Assistance & Support Services:

Benesch is committed to advancing the next generation of historically underutilized businesses by providing direct technical, financial and mentorship support that fosters long-term capacity and participation. For this project, we will offer individualized guidance to small business partners to help them navigate project requirements, meet quality control standards and successfully integrate into the project team.

We regularly assist our subcontractors with prequalification support, insurance coordination, schedule planning and scope alignment. To promote sustainable participation, we provide mentorship on invoicing and documentation practices and ensure prompt payment to support cash flow needs. Our project managers and discipline leads are available throughout the life of the project to answer technical questions, assist with coordination and facilitate access to additional resources when needed.

In addition, Benesch actively partners with organizations such as the Colorado Minority Business Office, the Hispanic Contractors of Colorado and the Black Business Initiative to strengthen pathways for historically underutilized businesses. We support these organizations through sponsorships, volunteer engagement and collaborative outreach efforts that help build networks and expand capacity across the industry.

We also maintain active involvement in industry organizations that promote MWBE engagement, including the CDOT Small Business Collaborative Forum (regular participation), WTS Colorado (sponsorship and active membership), HOYA Foundation Prime Connections Meetings and events hosted by ACEC Colorado, ASCE, NSPE and other trade groups. These engagements allow us to build long-term relationships, identify new MWBE partners and stay attuned to industry trends and evolving small business capabilities.

■ ■ Procurement Process: Benesch's procurement process is rooted in transparency, inclusivity and accessibility to ensure meaningful participation from historically underutilized businesses. For this project, we will implement a proactive outreach and engagement approach by distributing scopes of work early, offering clear instructions and remaining available to answer questions from potential MWBE partners throughout the solicitation process. Our procurement policies prioritize equitable opportunity by unbundling scopes when feasible, eliminating unnecessary barriers to entry and allowing flexibility in contract terms to encourage participation from smaller firms.

We actively track and monitor participation across all tiers of subcontracting to ensure that equity and inclusion goals extend beyond first-tier subconsultants. Our project leadership team will reinforce these expectations through kickoff meetings, regular progress check-ins and reporting that highlights MWBE engagement at every level. In doing so, we create an environment where equity, diversity and inclusion are not only organizational priorities but embedded in the day-to-day operations and outcomes of the project.

Exhibit F

■ ■ **Communication & Proposer Management:**

Benesch prioritizes clear, consistent and proactive communication to ensure historically underutilized businesses are fully aligned with contract requirements and project goals. For this project, we will provide tailored onboarding for all subcontractors that outlines scope-specific expectations, performance standards, scheduling requirements, safety protocols and contract terms in an accessible, collaborative format. We hold internal trainings to equip our project managers and technical leads with the tools needed to foster inclusive, two-way communication and build trusted working relationships with MWBE firms.

We will maintain open lines of communication throughout the life of the contract, using regular coordination meetings, milestone check-ins and dedicated points of contact to address any emerging issues promptly. Our team also offers technical assistance and mentorship as needed, helping MWBE firms meet quality expectations, navigate administrative processes, and resolve disputes quickly and constructively. These efforts reflect our broader commitment to creating a supportive, accountable project environment that sets all partners up for success.

Principal In Charge and Colorado Division Manager, Jess Hastings, PE, will oversee implementation of the DEN EDI Plan. He is supported by Project Manager Steve Hakes, PE and Deputy Project Manager Lindsey Lehto, PE, who will manage day-to-day reporting, coordination and MWBE engagement. Patty Sedoris from our accounting department will ensure timely and accurate payment and reporting.

■ ■ **Past Performance:** Benesch has a proven history of promoting equity, diversity, and inclusion across both our internal workforce and external partnerships. Internally, we've implemented company-wide initiatives focused on youth mentorship and employee development through internship and co-op programs that actively recruit candidates from historically underrepresented backgrounds. We maintain structured training programs and succession planning strategies that emphasize advancement opportunities for all employees, with a focus on developing emerging leaders within diverse and underrepresented groups.

Externally, we have successfully partnered with MWBE and other historically underutilized firms on a variety of public infrastructure projects, including work for the City and County of Denver. On these projects, we've taken intentional steps to build capacity through early scoping collaboration, technical support, and mentorship. For example, on recent municipal transportation and utility design projects, we worked closely with emerging MWBE firms by providing quality control support, guidance through the invoicing and documentation process, and introductions to teaming opportunities on future pursuits. In several cases, our mentorship helped firms move from subcontractor roles to prime pursuits on subsequent contracts.

DEN Landside On-Call

Under DEN's Landside On-Call contract, the required DBE goal was 15% certified MWBE effort. Benesch proactively committed to a 20% MWBE participation rate. This commitment was ultimately exceeded with an overall 25% MWBE participation on the contract.



US 385 Safety Assessment & Prioritization Study:

As part of CDOT's 2017 Front Range Traffic NPS/ On-Call contract, Benesch led a comprehensive safety assessment and prioritization study along the US 385 corridor. Although the contract did not include a DBE participation goal, Benesch voluntarily committed to DBE inclusion and significantly exceeded expectations—achieving 48.9% DBE participation against an 8% commitment. This performance demonstrates Benesch's strong track record in fostering meaningful DBE engagement, even when not contractually required.



In addition to the projects listed above, there are hundreds of other examples from around Colorado and the country, that demonstrate our commitment and ability to mentor and foster participation by MWBE firms.

Benesch ensures timely and reliable payment to our small business partners and, when necessary, advocating for prompt resolution of administrative issues that may delay compensation. We frequently support our partners with bonding and insurance coordination and, where appropriate, sponsor training or participate in community forums that connect historically underutilized businesses with new opportunities.

These actions reflect our commitment to fostering meaningful, long-term inclusion — not just for the life of a project, but for the overall growth and success of the communities we serve.

■ ■ **Proposer's Culture:** At Benesch, equity, diversity and inclusion are embedded in our company culture and reflected in our daily operations, policies and partnerships. Our commitment to EDI is formalized through company-wide policies and programs that are guided by our Diversity, Equity & Inclusion Council, which drives strategic initiatives aimed at fostering an inclusive work environment and expanding opportunities for underrepresented groups.

Our employment practices emphasize equitable recruitment, hiring and advancement. We actively recruit from a broad range of universities, community organizations and professional networks that serve underrepresented populations in engineering and construction. Once hired, employees are supported through mentorship programs, structured training and targeted development opportunities that promote upward mobility within the company. We also provide ongoing internal training on topics such as implicit bias and inclusive leadership to ensure awareness and accountability at all levels of the organization.

Our culture of inclusion extends beyond our internal workforce to the way we engage with our subconsultants. We set clear expectations that all team members—regardless of firm size or certification status—are valued contributors and collaborators. We seek out diverse partners early in the project development process, integrate them into decision-making and technical discussions, and provide ongoing support to ensure their contributions are visible and impactful. This approach reinforces a culture of mutual respect and shared success, while advancing the broader goal of building a more inclusive industry.

Exhibit F

■ ■ **Future Initiatives:** Over the next five years, Benesch is committed to advancing a more equitable, diverse and inclusive industry through intentional, measurable actions both within our firm and in the communities we serve. Internally, we will continue to strengthen our recruitment practices by expanding partnerships with Historically Black Colleges and Universities (HBCUs), Hispanic-Serving Institutions (HSIs), and professional organizations that support underrepresented groups in engineering and construction. We are enhancing our internship and co-op programs to create early career pathways for diverse talent, with a focus on converting these roles into long-term employment opportunities.

Our training and development roadmap includes the continued rollout of equity-focused learning, including leadership coaching on inclusive project management, cultural competency, and succession planning with equity benchmarks. We aim to establish structured development tracks that identify and nurture high-potential employees from underrepresented backgrounds for leadership roles across the company.

Externally, we are continuing youth mentorship initiatives in collaboration with STEM-focused nonprofits, technical schools and municipal partners. These programs expose students from historically underserved communities to careers in infrastructure, providing mentorship, hands-on learning and paid summer experiences.

Benesch also plans to deepen engagement with certified MWBE and DBE firms by continuing our leadership in formal mentor-protégé programs that includes business development coaching, access to capital platforms, and technical support aimed at preparing firms to take on increasingly complex scopes of work. As part of our outreach, we will expand our presence at small business engagement events, hold targeted training workshops for subcontractors, and continue advocating for inclusive teaming practices on public and private sector contracts.

Through these initiatives, Benesch will continue to grow its impact as a trusted partner committed to building a more equitable and diverse AEC industry.

TAB 3

UNDERSTANDING THE PROJECT



Exhibit F

■ ■ **Understanding the Scope of Work** DEN is seeking task-order-based support for as-needed services related to landside and airside infrastructure improvements at the airport. Task orders may include the following:

- Airfield Pavement Design
- Roadway Design
- Bridge Design
- Parking Facilities
- Structural Engineering Design
- Geotechnical Investigations and Other Predesign Services
- Survey and Mapping
- Miscellaneous Design Services
- Construction Phase Support Services

We understand that tasks performed under this contract are not currently defined and could have broad scopes. Potential airside projects may include the rehabilitation of airfield asphalt and concrete pavements, the rehabilitation of airfield electrical lighting systems, airfield drainage improvements, demolition, earthwork, utility construction, and construction safety and phasing plans in accordance with FAA standards. Potential landside projects may include general civil design, roadway design related to

rehabilitation, reconstruction, or geometric upgrades, storm drainage improvements (in accordance with DEN Drainage and Water Quality Master Plans), traffic safety improvements, pavement analysis, structural bridge design, structural drainage design, parking facility improvements, electrical design, construction phasing and traffic control plans, and plans, specifications, and cost estimates.

When a DEN designated representative issues a Request for Proposal, a scope for a particular task or project will be developed in accordance with DEN and City and County of Denver policies and procedures. A scope verification meeting will be requested with DEN and all team members to confirm that the scope of work meets the objectives of the task and is cost effective. This may require a site visit with the DEN PM to identify any other items that may need to be addressed.

The Benesch team was assembled with all the potential airside and landside tasks in mind. Our team consists of local firms well known to DEN with a history of performing quality work. Our team is focused and can give appropriate attention to the desired tasks for this on-call.

WE KNOW DEN

Benesch's expertise at Denver International Airport is demonstrated by a proven track record of delivering successful airside and landside projects that support the airport's growth, safety and operational excellence.

PROJECTS BENESCH HAS COMPLETED AS THE PRIME FOR DEN:

- Passenger Bridge between Terminal and Concourse A
- 2019 Parking Lot Pavement Evaluation
- Hertz Parking Lot Expansion
- E-470 Over Peña Barrier
- 75th Avenue Bag Drop
- DEN Plane Spotting
- Jackson Gap Bridge Emergency Investigation and Repairs
- Green Valley Ranch Bridge Repair
- 2021 Roadway Erosion Control
- Structural Analysis of Sign Structures
- Biennial Bridge Inspections
- On-Call Testing and Inspection Services



Complexity, challenges, and problems involved in planning and performing the scope of work As one of the busiest airports in the world, DEN requires projects to be delivered in an environment where every decision has ripple effects on airside and landside operations. Tasks must be planned and executed with precision to avoid disruptions to passenger movement, airline schedules, security protocols, and critical ground transportation services. This demands not only timeliness and flexibility, but also an ability to anticipate operational conflicts, coordinate with multiple stakeholders, and adapt to rapidly changing conditions. Seasonal weather impacts, heightened safety and security standards, and the need to integrate with ongoing capital improvements further add to the complexity. Successfully performing work under this on-call requires a proactive approach that minimizes operational impacts while maintaining the highest standards of safety, quality, and efficiency.

Approaches, philosophy, and experience dealing with challenges related to the Scope of Work Benesch’s approach to managing challenges related to the scope of work is based on being proactive and flexible. The team focuses on early and ongoing engagement with all project stakeholders to fully understand the scope, logistical constraints and potential impacts on local businesses and community members. This awareness helps Benesch anticipate challenges and develop strategies that minimize disruptions and keep the project moving forward.

A key part of this approach is using the project schedule as a practical management tool. Instead of treating the schedule as a static document, Benesch uses it to communicate the project plan, set expectations and keep everyone informed throughout the project. By regularly updating and sharing the schedule, the team can spot and address potential issues before they become problems, helping the project stay on track and allowing for timely adjustments. This proactive, communicative approach supports successful project delivery and builds trust among all parties involved.

MANAGING COMPLEXITIES AND CHALLENGES

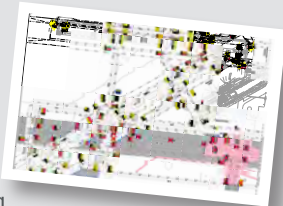
Jackson Gap and 78th Parking Expansion Project (Hertz Parking Lot)



Challenge: During the construction of the Hertz Parking Lot, wetlands were identified that required mitigation, presenting an unexpected challenge. Addressing the wetland mitigation would not only extend the project timeline significantly—both in design and construction—but also result in substantial additional costs.

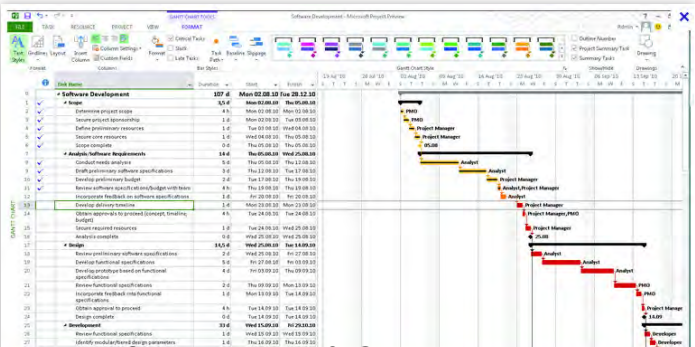
Solution: Benesch had initially completed the design for the area where the wetland was identified. During the preliminary design phase, however, Benesch recognized that the area in question should not be classified as an established wetland. Leveraging extensive project archives, Benesch was able to access historical photos spanning back 25 years to substantiate the findings. These images provided evidence that the area had never been a wetland. The historical data, allowed the original determination to be reassessed, leading to a revised boundary assessment that removed the area from the need for mitigation. This saved the project both time and costs that would have been incurred for the design and construction of the originally planned wetland mitigation.

Lincoln Airport



Challenge: Over the past several decades, Benesch has consistently tackled the complex challenge of delivering a wide array of projects at Lincoln Airport, all while upholding the highest safety standards in a dynamic and high-stakes airfield environment. The most recent undertaking involved the full reconstruction of Main Runway 18/36, including the replacement of navigational aids. In collaboration with LNK and the National Guard, Benesch faced the intricate challenge of phasing this large-scale project to ensure the maximum amount of airfield pavement remained operational throughout the construction process. From the early stages of design through bidding, Benesch has provided comprehensive, full-service support. Above all, Benesch maintained a steadfast commitment to airfield safety, navigating the delicate balance between construction progress and the need to keep operations running smoothly. Achieving this has required meticulous planning, precise coordination, and creative solutions to minimize disruption while ensuring exceptional results.

Solution: Benesch developed detailed Construction Safety and Phasing Plans (CSPPs) for each project to prioritize safety and minimize operational disruptions. By coordinating closely with airport staff and stakeholders, the team successfully phased construction activities to keep the airport functional while meeting FAA requirements and funding conditions. With more than 70 years of service at Lincoln Airport, Benesch has built a proven track record of completing complex landside and airside projects while maintaining safety, continuity, and operational readiness.



TAB 4

PROPOSED WORK PLAN & APPROACH



PROJECT MANAGEMENT AND ORGANIZATIONAL APPROACH

Benesch takes a proactive and structured approach to project management. We regularly provide comprehensive administrative and management oversight for task assignments on on-call contracts, ensuring clear communication, efficient resource allocation, and consistent delivery of high-quality outcomes.

PROPOSED EFFORT FOR COMPLETING THE WORK ON SCHEDULE

Benesch is committed to delivering the project on time, and our organizational approach is designed with that priority in mind. As Principle-In-Charge, Jess Hastings will provide strategic direction and oversee the allocation of resources to ensure project objectives are met for each task order.

We will implement the following strategies to ensure the work is completed on schedule:

■ **Detailed Project Planning:** At the project's outset, Benesch will develop a comprehensive project plan that includes the best team within Benesch and sub-consulting partners to execute the work, well-defined milestones, task timelines, and resource allocation. Molly McGuire will serve as the contract manager, ensuring contract requirements are integrated into the planning process. This plan will be closely monitored and adjusted as necessary to avoid any delays.

■ **Dedicated Project Oversight:** Jess Hastings, as Principal-in-Charge, will work with the appropriate senior project managers—Travis Grieman for Landside and Molly McGuire for Airside, who also serves as contract manager—to oversee the project's overall direction. Jess will also ensure the timely allocation of staff and resources as needed to stay on schedule.

■ **Daily Coordination and Monitoring:** We will conduct regular status meetings with both internal team members and the DEN team. These meetings will serve to track progress, identify potential issues early, and implement corrective actions to stay on track.

■ **Proactive Risk Management:** Our approach includes identifying potential risks early in the project and developing contingency plans. By addressing challenges before they impact the timeline, we can mitigate delays and keep the project on schedule.

■ **Efficient Resource Management:** Jess, as the Principal-in-Charge, will oversee the allocation of resources to ensure that all tasks have the necessary staff and expertise to meet deadlines. Our team brings

Exhibit F

strong, well-rounded design resources, complemented by subconsultant partners who are eager to actively engage in each task order. Together, we have the depth and flexibility to deliver multiple projects simultaneously without overburdening any single design team. Resource allocation will be dynamically managed to sustain progress and ensure efficiency across all tasks, especially during periods of peak activity.

TRANSFORMING AVIATION PROJECTS WITH DRONES

Benesch's innovative drone program is transforming how aviation projects are managed and delivered. By integrating advanced drone technology into airfield operations, Benesch enhances efficiency, accuracy and safety throughout every phase of a project. Key benefits include:

- Minimizes pavement closures, a critical advantage for airfield operations.
- Enables teams to revisit and analyze data as often as needed.
- Delivers more accurate results than traditional in-person inspections.
- Recognized as an award-winning program in the industry.



GLOBAL BENTLEY AWARD FOR AI/ML PAVEMENT TECHNOLOGY:

Benesch earned global recognition from Bentley Systems for its innovative Artificial Intelligence (AI) and Machine Learning (ML)–driven Pavement Crack Detector workflow, honored with Bentley's prestigious Founders' Honors at the 2023 Going Digital Awards in Infrastructure. This cutting-edge approach automates crack detection using high-resolution drone imagery and a Digital Twin model, improving accuracy, reducing field time, and minimizing traffic or runway closures. Field testing showed a 75% reduction in both field time and closures, while also streamlining CAD digitization. Through participation in Bentley's Early Adopter Program, Benesch continues to advance 3D visualization, AI, and augmented reality tools to deliver faster, safer, and more comprehensive pavement assessments for clients and communities.

Exhibit F

■ ■ Methods for Coordinating Work with Other Entities:

Effective coordination with external entities and stakeholders is a critical component of our project management strategy. Our methods include:

■ ■ Dedicated Entity Coordinator: At the beginning of each task order, the involved entities (utilities, tenants, CDOT, FAA, abutting projects, etc.) will be identified. An entity coordinator will be defined on the team whether it is the project manager or specific design manager, the appropriate lead will be designated. This will identify a clear line of communication and coordination from the start of the project.

■ ■ Clear Communication Protocols: Once involved parties are identified, we will establish and maintain clear lines of communication throughout the project life cycle. Regular check-ins and updates will be scheduled to ensure alignment and resolve any issues as they arise.

■ ■ Integrated Work Plans: We will develop integrated work plans that highlight the key dependencies between our work and the activities of other entities. This allows us to proactively manage interfaces, avoid conflicts, and ensure smooth transitions between tasks.

■ ■ Collaborative Scheduling: For tasks that depend on the work of others, we will coordinate closely to ensure that milestones are aligned, and any schedule changes are communicated promptly. This will help to avoid delays caused by misalignment between different parties.

■ ■ Escalation Procedures: We will establish clear escalation paths to address any coordination issues quickly. This ensures that if there are any disruptions or delays caused by external entities, they are resolved with minimal impact to the overall schedule.

PROJECT MANAGEMENT CONTROL METHODS AND PROGRESS REPORTING SYSTEMS

Benesch uses a comprehensive set of project management control methods and progress reporting systems to track the project's progress and ensure all objectives are met.

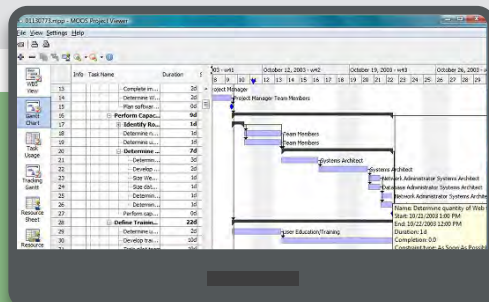
■ ■ Project Management Software: We utilize state-of-the-art project management tools within Deltek Vantagepoint to track tasks, monitor timelines, and manage resources. This software allows for real-time updates and provides a centralized platform for tracking progress, scheduling, and resource allocation.

■ ■ Performance Tracking: We employ a range of Key Performance Indicators (KPIs) to assess the project's performance against defined goals. These KPIs include schedule adherence, budget compliance, resource utilization, and milestone completion.

■ ■ Regular Status Meetings: We will conduct regular status meetings with key stakeholders to review the project's progress, address any concerns, and adjust strategies as needed. These meetings will serve as a platform for continuous communication and decision-making.

■ ■ Integrated Change Management: To maintain control over project scope and deliverables, Benesch employs a formal change management process. Any changes to the project scope or schedule are reviewed and approved through this process, ensuring that all parties are aligned before changes are implemented.

■ ■ Budget Monitoring and Reporting: Alongside schedule management, we maintain continuous oversight of project budgets. Project managers review budget reports on a weekly basis to confirm that staff efforts align with anticipated level of effort required to complete each task. In addition, budget data is available in real time throughout the week, with hours charged to date tracked and updated continuously.



TAB 5

KEY PERSONNEL & ABILITY TO RESPOND



Exhibit F

TEAM ORGANIZATIONAL CHART & QUALIFICATIONS

The Benesch team’s organizational structure is designed to ensure clear leadership, efficient communication and seamless coordination across all disciplines. The accompanying org chart highlights the key personnel supporting this effort, while the summary of each firm’s qualifications demonstrates how our team’s expertise aligns with the scope of work outlined in the RFP. Together, these resources reflect the depth of experience and well-defined structure we bring to ensure successful project delivery.

Org Chart - Legend:

[BEN]	Benesch	[HCL]	HCL
[105]	105 West	[HGC]	HG Consult
[AER]	Aeris	[PIN]	Pinyon
[DIB]	Dibble	[PKE]	PK Electrical
[GOO]	Goodbee	[SHR]	Shrewsberry
[GRA]	Granite	[YEH]	Yeh

FIRM	AIRSIDE							LANDSIDE										AIRSIDE & LANDSIDE									
	Airfield Rehabilitation and Reconstruction	Airfield Electrical & Lighting Systems	Airfield Drainage Improvements - Hydraulic and Stormwater Design	Utility Construction, Relocation & Rehab	Airside Pavement Design	Cost Estimates, Plans, Specifications, Analysis Reports	Construction Safety & Phasing Plans (CSPP)	Civil Design	Roadway, Highway & Freeway Design	Hydraulic and Stormwater Design	Traffic Studies - Traffic Signal Calculations	Roadway Electrical Design	Traffic Control Design for Work Zones	Cost Estimates, Specifications, Field Survey, Project Scoping	Landside Structural Design	Pavement Evaluation	Bridge Design	Bridge Inspection	Parking Facilities	Structural Engineering Design	Geotechnical & Pre-design Services	Utility Investigation (SUE)	Survey & Mapping	Emergency Inspections (Bridges, Culverts, Highway Structures,Electrical)	Construction Support	Environmental	Envision and Sustainability
Benesch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓		✓
105 West, Inc.																							✓				
Aeris Engineering, LLC	✓				✓	✓	✓																				
Dibble & Associates Consulting Engineers, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓		✓			✓					✓	✓		✓
Goodbee & Associates, Inc.																						✓					
Granite Engineering Group, Inc.	✓				✓											✓		✓			✓				✓		
HCL Engineering & Surveying, LLC	✓		✓	✓		✓	✓	✓	✓	✓			✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
HG Consult, Inc.			✓					✓	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓			✓	✓	✓	✓
Pinyon Environmental, Inc.																										✓	✓
PK Electrical, Inc.		✓				✓						✓		✓													✓
Shrewsberry & Associates, LLC	✓		✓			✓	✓	✓	✓	✓	✓		✓	✓		✓			✓						✓		✓
Yeh & Associates, Inc.	✓		✓		✓	✓								✓		✓			✓		✓			✓	✓		



CAPABILITY TO DELIVER & COORDINATE

The Benesch Team brings the full range of expertise required to successfully deliver DEN's landside and airside task-order services. Our approach combines Benesch's broad airport, transportation, and infrastructure experience with the specialized capabilities of our subconsultant partners. Each of our subconsultants was selected based on their proven performance in their respective disciplines and their direct experience working at major airports, ensuring DEN receives best-in-class service across the entire scope of work.

By assembling a team with overlapping expertise in key service areas we provide built-in redundancy and flexibility. This structure allows us to adapt to changing priorities, assign the right resources for each task order, and ensure continuity of service without disruption. In many cases, subconsultants will lead specific scope items where their capabilities align directly with DEN's needs, while Benesch maintains overall accountability and integration.

Seamless coordination is central to our delivery approach. Benesch's project managers will serve as the single point of contact with DEN, ensuring clear communication, consistent application of DEN Design Standards, and proactive issue resolution. We emphasize collaboration not only with DEN but also within our own team, leveraging shared digital platforms and well-defined communication protocols to keep all parties aligned on schedules, budgets, and deliverables.

Together, the Benesch Team offers DEN a reliable, experienced, and highly coordinated partner—capable of delivering innovative, cost-effective, and timely solutions across the full spectrum of landside and airside engineering services.

Benesch has built its reputation in Colorado on providing a high level of customer service with the vast majority of our work coming from repeat clients.

60+ Years In Colorado

50+ On-Call Contracts

1,000+ Task Orders Delivered

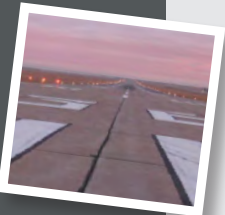
0 Errors & Omissions Claims



Our experience managing complex, multi-consultant programs equips us to integrate diverse expertise with efficiency and accountability.

Airside

Benesch has supported the Lincoln Airport for more than 70 years. Recently, Benesch led the Lincoln Airport Authority's largest-ever airfield development—a \$100 million FAA- and NEANG-funded runway reconstruction and upgrade—delivering full-length runway capacity, modernized infrastructure and long-term operational resilience.



Landside

Benesch has served Colorado since 1962, delivering hundreds of transportation and infrastructure projects statewide with deep local expertise and trusted agency relationships.

The following section provides an overview of the firms that make up the Benesch Team, including office locations, staffing resources and qualifications. We have outlined where project work will be performed, along with the type of work which will be assigned to each subconsultant.

We are committed to DEN's goal of sustainable practices.



= Firms with ENV SP Professionals



benesch

Benesch is a multidisciplinary engineering and professional services firm with more than 1,200 employees in 50 offices nationwide, including a Colorado team of 85+ professionals with nearly 60 years supporting DEN. The firm has delivered roadway, bridge, parking, and airfield projects at DEN since Stapleton, building deep institutional knowledge of the airport's operations, standards, and challenges. Benesch brings technical depth across airside and landside work—from runway and taxiway rehabilitation to complex landside infrastructure—paired with ENV SP-certified staff who integrate the Envision framework into every project. By applying best practices in energy efficiency, life-cycle cost analysis, stormwater management, and resiliency planning, Benesch helps DEN achieve its Vision 100 goals while minimizing operational disruptions.

Type of Work Assigned: Contract Management, Airside Engineering, Landside Engineering

Primary Work Location: 7979 E. Tufts Ave, Ste 800, Denver, CO 80237

[Professional Staff: 85; Support Staff: 10]



105WEST INCORPORATED

105 West, Inc. is a land surveying firm with extensive experience supporting DEN through airfield and landside projects. The firm has provided surveying for Concourse A gate aprons, multiple runway and taxiway rehabilitation programs, and major facility improvements such as the United Airlines Hangar Rehabilitation. With technical expertise in high-precision airport surveying, 105 West delivers accurate, reliable data that underpins design quality and construction efficiency across DEN's fast-paced program of projects.

Type of Work Assigned: Surveying Services

Primary Work Location: 4201 E Yale Ave, Ste 230, Denver, CO 80222 [**Professional Staff:** 4; **Support Staff:** 8]

AERIS ENGINEERING

Aeris Engineering, LLC is an MWBE/SBE/EBE/DBE-certified firm specializing in airfield engineering. With more than 50 years of combined experience and over 15 years of direct DEN involvement, Aeris offers complete project delivery from planning through construction administration. The firm's engineers bring a strong record of FAA compliance and a practical approach to airfield design, emphasizing cost control, operational safety and sustainability. Aeris is uniquely positioned to navigate DEN's processes and challenges, delivering collaborative, on-time, and on-budget solutions aligned with the airport's long-term goals.

Type of Work Assigned: Airside Engineering

Primary Work Location: 865 Albion St, Suite 250-18, Denver, CO 80220 [**Professional Staff:** 3; **Support Staff:** 0]



Dibble & Associates Consulting Engineers, Inc. is a 165-person multidisciplinary firm, delivering airside and landside airport development services from planning through construction. With more than 60 years in aviation, Dibble's portfolio spans runways, taxiways, terminals, utilities, and parking facilities, and includes team members with direct DEN project experience. The firm is committed to supporting DEN's Vision 100, applying sustainable strategies such as permeable pavements, bioswales, stormwater harvesting, reflective materials, and extensive material recycling. With ENV SP- and LEED-accredited staff, Dibble balances operational efficiency and regulatory compliance with resilient, environmentally responsible outcomes tailored to complex airport environments.

Type of Work Assigned: Airside and Landside Engineering

Primary Work Location: 2696 S Colorado Blvd Ste 330, Denver, CO 80222 [**Professional Staff:** 16; **Support Staff:** 4]

GOODBEE & ASSOCIATES, INC.



Goodbee & Associates, Inc. is a Colorado-based, women-owned DBE and CDOT ESB

firm with 30 professionals specializing in SUE, utility design, and coordination. For nearly three decades, Goodbee has supported DEN projects such as Peña Boulevard improvements, Worldport Parking Expansion, and numerous utility relocations. The firm provides continuity across the utility lifecycle, from SUE investigations and impact analysis through coordination and construction, ensuring relocations are efficient, cost-effective, and on schedule. Goodbee's utility engineers embed directly within design teams, identifying conflicts early and developing solutions that reflect utility company standards while protecting budgets.

Type of Work Assigned: Utility Investigations (SUE)

Primary Work Location: 1658 Cole Blvd, Lakewood, CO 80401 [**Professional Staff:** 24; **Support Staff:** 6]



Granite Engineering Group, Inc.

is a geotechnical firm specializing in foundation systems, soil improvement, pavement design, and slope stability analysis. At DEN, Granite has supported Taxiway EE, East Economy Lot repairs, and SWA GUB and Cargo projects with geotechnical design, inspection, and materials testing. The firm's strength lies in constructability-focused solutions that draw on local geologic knowledge and maximize on-site material reuse, reducing both costs and environmental impacts. Granite integrates sustainability through in-place material recycling, soil conditioning, and emission-reducing practices, providing DEN with durable, cost-efficient geotechnical outcomes.

Type of Work Assigned: Geotechnical Services

Primary Work Location: 3927 Van Teylingen Dr, Colorado Springs, CO 80917 [**Professional Staff:** 36; **Support Staff:** 3]



HCL Engineering & Surveying, LLC

is an MBE, SBE, DBE and ESB-certified firm delivering civil and structural engineering, surveying, SUE, and architectural services across Colorado. With more than 150 completed assignments and 16 years at DEN, HCL brings unmatched familiarity with the airport's airside and landside environments. The firm's multidisciplinary team provides efficient, coordinated solutions that reflect DEN's standards and goals while prioritizing safety, resilience and long-term performance.

Type of Work Assigned: Utility Investigation (SUE), Surveying Services

Primary Work Location: 5975 S Quebec St, Ste 200, Centennial, CO 80111 [**Professional Staff:** 40; **Support Staff:** 7]



HG Consult, Inc. is an MWBE and SBE-certified transportation and environmental planning and design firm with a team of 100 professionals. A current service provider to DEN, Hg has a first-hand understanding of the airport's processes and priorities, allowing it to deliver roadway, bridge, transit, traffic, and drainage solutions that align with DEN's vision and passenger experience goals. As a diversity firm, Hg advances DEN's equity and inclusion objectives while fostering mentorship opportunities that benefit both the client and broader community. With ENV SP-certified staff, the firm integrates Envision principles into every stage of project delivery, helping DEN realize sustainable and resilient infrastructure.

Type of Work Assigned: Landside Engineering, Environmental

Primary Work Location: 681 Meadowleaf Ln, Highlands Ranch, CO 80126 [**Professional Staff:** 96; **Support Staff:** 4]



Pinyon Environmental, Inc. is a Colorado-based environmental consulting firm with nearly 100 professionals specializing in NEPA compliance, permitting, cultural resources, and environmental sciences. With three decades of experience and trusted agency relationships, Pinyon provides integrated solutions that keep complex projects on schedule and in compliance. At DEN, Pinyon has delivered work on Peña Boulevard Design-Build, Runway 17L-35R Rehabilitation, and multiple airside, landside, and real estate on-calls. The firm helped DEN secure its first Envision Silver Award and continues to embed sustainability and resiliency strategies into projects, aligning environmental compliance with the airport's long-term vision.

Type of Work Assigned: Environmental

Primary Work Location: 3222 S. Vance St, Suite 200, Lakewood, CO 80227 [**Professional Staff:** 78; **Support Staff:** 12]



Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Yeh and Associates, Inc. is a 140-person geotechnical engineering and construction management firm with specialties in pavement design, inspection, and materials testing. At DEN, Yeh has supported projects such as the Metro Monitoring Facility Improvements, UA CCB South Regional Gates, and Landside Pavement Assessment. The firm's aviation division delivers FAA-compliant, constructable solutions that extend pavement life while minimizing environmental impact. Yeh incorporates recycled materials, soil stabilization, and life-cycle cost analysis into its designs, providing DEN with durable, sustainable, and cost-effective geotechnical systems.

Type of Work Assigned: Geotechnical Services, Construction Services

Primary Work Location: 2000 Clay St, Suite 200, Denver, CO 80211 [**Professional Staff:** 48; **Support Staff:** 10]



PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING

PK Electrical, Inc. is a woman-owned DBE/SBE/M/WBE-certified electrical engineering firm with nearly 30 years of experience in power, lighting, controls, communications, and medium-voltage distribution. With 13 DEN-badged designers and long-standing relationships with DEN engineers and staff, PK brings direct familiarity with the airport's Design Standards Manual, BIM protocols, and security processes. The firm integrates LEED principles, daylighting, smart technologies, and renewable energy strategies into its designs, contributing to numerous LEED-certified projects while enhancing operational efficiency and sustainability at DEN.

Type of Work Assigned: Airside and Landside Electrical Engineering Services

Primary Work Location: 4601 DTC Blvd, Suite 740, Denver, CO 80237 [**Professional Staff:** 21; **Support Staff:** 3]



shrewsberry

Shrewsberry & Associates, LLC is a

DBE/MBE-certified engineering firm providing civil engineering, landscape architecture, and construction services. Since 2012, Shrewsberry has partnered with DEN on roadway, parking, stormwater, airfield, and facility projects, earning a reputation for consistent, on-time delivery. The firm applies ENV SP expertise, proactive risk assessment, and advanced visualization tools to develop resilient, sustainable solutions that reflect DEN's goals and stakeholder priorities. With over a decade of trusted collaboration, Shrewsberry brings both institutional knowledge and innovative practices to support DEN's evolving infrastructure needs.

Type of Work Assigned: Airside and Landside Engineering

Primary Work Location: 2696 South Colorado Blvd, Suite 460, Denver, CO 80222 [**Professional Staff:** 30; **Support Staff:** 0]

TAB 6

COMPANY EXPERIENCE & QUALIFICATIONS



Exhibit F

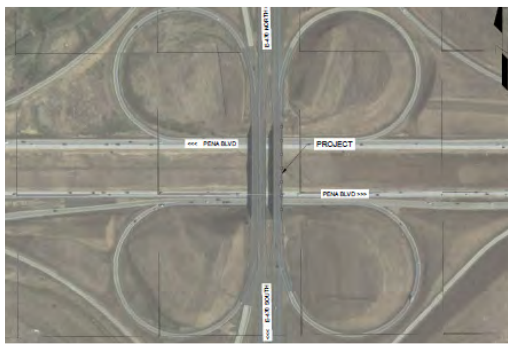
■ **Hertz Parking Lot Expansion - Denver International Airport**■ **Benesch Project****Location:** Denver, CO**Contract Value:** 11M**Gross Fee:** \$176,000**Subconsultants (% of work performed):** 37%**Reference:**

Michael Cloud
 Denver International Airport
 8500 Pena Boulevard
 Denver, CO 80249-6340
 P: 303-342-4457

Project Description: As part of the nationwide rental car company consolidation, Hertz Rental wanted to consolidate and modernize the Hertz family of brands at the Denver International Airport (DEN), including the Hertz, Dollar and Thrifty car rental facilities. This required a nine-acre parking lot expansion of the existing Hertz facilities.

Scope of Work: As part of an on-call civil design contract, DEN tasked Benesch with the expansion design. The parking lot expansion involved pavement and drainage improvements. Box culvert design, an environmental assessment, permitting, utility relocation, and extensive coordination with Hertz and the airport's real estate development group were also large components to the project.

Outcome/Result: The Hertz parking lot expansion at Denver International Airport was completed successfully, providing nine additional acres of modernized parking to support the consolidation of Hertz, Dollar, and Thrifty brands. The project delivered improved pavement, enhanced drainage, and upgraded utility infrastructure. Benesch's coordination with Hertz and DEN ensured efficient permitting and minimized operational disruptions. The expanded facility now offers increased capacity, streamlined operations, and a better customer experience for rental car users at DEN.

■ **Barrier Improvements -E-470 Over Peña Blvd. - Denver International Airport**■ **Benesch Project****Location:** Denver, CO**Contract Value:** \$120K**Gross Fee:** \$53K**Subconsultants (% of work performed):** HG Consult 47%**Reference:**

Irene St. Martin, Project Manager
 Denver International Airport
 8500 Peña Boulevard
 Denver, CO 80249
 P: 303-342-2658

Project Description: Benesch was selected to design a visual fencing barrier for the northbound E-470 bridge at Peña Boulevard, near Denver International Airport. The barrier was needed to shield drivers from distracting lighted signage in the median, as requested by the E-470 Authority and required by CDOT. The design had to integrate with the existing bridge rail and allow for rapid construction to minimize traffic impacts.

Scope of Work: The project involved designing a visual barrier compatible with the existing bridge rail, ensuring quick installation to reduce disruption. Benesch coordinated with DEN, E-470 Authority, CDOT, and FHWA to meet all regulatory requirements. HG Consult was contracted for traffic control design and implementation on both Peña Boulevard and E-470, supporting safe and efficient construction.

Outcome/Result: The barrier was successfully installed, effectively blocking the distracting signage and improving driver safety along northbound E-470. Rapid construction minimized traffic impacts, and the project met all regulatory and operational requirements. Collaboration among Benesch, DEN, E-OT, FHWA, and HG Consult ensured a seamless process and a positive safety outcome for the corridor.

Exhibit F

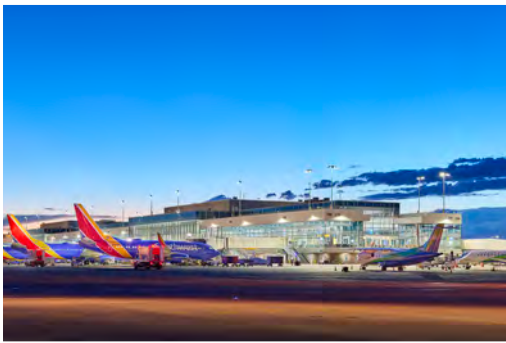
■ ■ **Runway 17L-35R Rehabilitation - Denver International Airport****Pinyon Project****Location:** Denver, CO**Contract Value:** Unknown**Gross Fee:** \$211,463 (Multiple Contracts)**Reference:**

Cole Miller
 Denver International Airport,
 Design, Engineering, and
 Construction
 P: 303-342-2053

Project Description: Pinyon, serving as a subconsultant, led the Envision task for the Runway 17L-35R Rehabilitation Project at Denver International Airport. Pinyon's ENV-SPs guided the project team from planning through construction, developing sustainability strategies to meet DEN's minimum "Verified" award goal. Through a collaborative process, the team identified impacts and risks, resulting in innovative solutions that enhanced the project's sustainable performance and contributed to DEN's broader sustainability objectives.

Scope of Work: Pinyon's scope focused on Envision, sustainability, and resilience. The team facilitated workshops, assessed project impacts, and developed tailored sustainability strategies. They worked closely with DEN's project management and design teams to integrate Envision criteria, identify opportunities for innovation, and implement process improvements. The scope also included documentation and submission for Envision review, ensuring the project met or exceeded award requirements.

Outcome/Result: The Runway 17L-35R Rehabilitation Project earned an Envision Silver Award, surpassing DEN's original goal. The project's second phase, which addressed electrical and lighting improvements, also achieved a Verified award. These recognitions highlight DEN's commitment to sustainable infrastructure and demonstrate the effectiveness of Pinyon's leadership in advancing sustainability and resilience on major airfield projects.

■ ■ **B and C East Concourse Expansion - Denver International Airport****PK Electrical Project****Location:** Denver, CO**Contract Value:** \$1.1B**Gross Fee:** \$4.5M**Reference:**

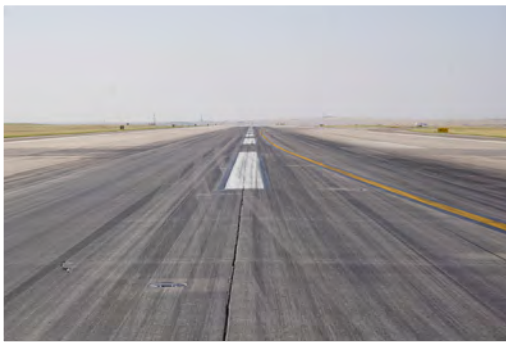
James T. Glavin
 Denver International Airport
 8500 Peña Blvd, Denver, CO
 80249
 P: 303-342-2749

Project Description: PK Electrical served as the Electrical and Telecom Engineer of Record for Denver International Airport's expansion of Concourses B-East and C-East, a CMAR project adding 536,000 square feet and 23 new gates. The firm provided comprehensive electrical engineering, including lighting, controls, power, photovoltaic, and communications/IT systems. The lighting design featured photometric calculations, luminaire selection, and emergency egress solutions, while apron lighting included field evaluations to meet DSM requirements.

Scope of Work: PK Electrical's responsibilities encompassed complete electrical and telecom design for both concourses. Services included lighting and control system design, power distribution, photovoltaic integration, and IT/communications infrastructure. The team performed detailed photometric analyses, specified and laid out luminaires, and designed emergency and exit lighting. Apron lighting design involved mock-ups and field evaluations of multiple manufacturers to ensure compliance with glare and illuminance standards.

Outcome/Result: The expansion of Concourses B-East and C-East was completed successfully, with C-East opening in May 2022 and B-East in October 2022. The \$1.1 billion project enhanced DEN's capacity and passenger experience. PK Electrical's innovative solutions contributed to the project earning the 2023 Mountain States Best Project in the Airport/Transit category, reflecting excellence in design and execution.

Exhibit F

■ ■ **Runway 17R-35L Complex Rehabilitation Packages 1&2 - Denver International Airport****Shrewsberry Project**

Location: Denver, CO
Contract Value: \$47M
Gross Fee: \$265,000

Reference:

Brent Nochola, PE
 Denver International Airport
 8500 Pena Blvd., Denver, CO
 80249
 720-730-4359

Project Description: The project is located within the Runway 17R-35L Complex and includes the rehabilitation of pavements for Runway 17R-35L, Parallel Taxiways L and M, Connector Taxiways A – M10, and Deice D Pad. Included with the pavement rehabilitation on the pavements listed above, other improvements that will also be performed include reconstruction of Taxiway M6 to current FAA Advisory Circular 150/5300-13A, Change 1 standards, widening the taxiway safety areas on Taxiways L and M to Airplane Design Group (ADG V) criteria, spall repair, joint repair and rehabilitation of the entire complex, airfield electrical improvements and modifications

Scope of Work: Shrewsberry provided airfield engineering design services including, demolition plans, grading design, pavement marking design and construction plan development. During construction Shrewsberry provided construction administration services included material submittal reviews, request for information (RFI) review and response, and record drawing completion.

Outcome/Result: This project was a success from initial design to final closeout. With Shrewsberry's assistance, this project won an Excellence in Concrete Pavements Gold Award from the American Concrete Paving Association (ACPA) in December of 2020. The award recognizes quality concrete pavements and encourages high-quality workmanship, quality, and creativity in concrete construction, rehabilitation, and preservation projects. This project's success ensures DEN airport is recognized as a reliable and modern global hub.

■ ■ **Pikes Peak Parking Lot Expansion - Denver International Airport****Yeh Project**

Location: Denver, CO
Contract Value: \$27M
Gross Fee: \$87,900

References:

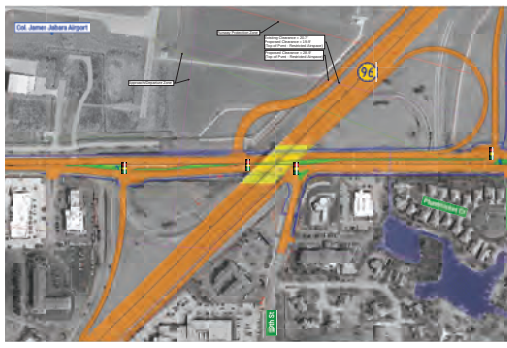
Nancy Lamberson
 Muller Engineering Company
 7245 W. Alaska Driver, Suite 300
 Lakewood, Colorado 80226
 P: 303-988-4939
 Mike Cloud, PE
 DIA, City and County of Denver
 P: 303-342-2000

Project Description: Yeh & Associates, Inc. served as a subconsultant to Muller Engineering Company for the City and County of Denver's Pikes Peak parking lot expansion at Denver International Airport. The team conducted a geotechnical engineering investigation, pavement evaluation, life cycle cost analysis, and provided pavement design recommendations for a concrete overlay of the Pikes Peak Parking Lot, located south of 75th Avenue between Jackson Gap Street and Gun Club Road.

Scope of Work: Yeh & Associates, Inc. delivered geotechnical engineering and construction administration services focused on landside civil improvements. The scope included subsurface investigations, pavement condition assessments, life cycle cost evaluations, and recommendations for a cost-effective, long-term rehabilitation strategy for the existing parking facility.

Outcome/Result: Yeh completed the geotechnical investigation and pavement design on schedule. The life cycle cost study demonstrated significant long-term savings by overlaying the existing hot mix asphalt parking lot with concrete, supporting a durable and cost-effective solution for this large parking facility at Denver International Airport.

Exhibit F

■ ■ **K-96 Freeway NEPA Environmental Assessment - KDOT****HG Consult Project**

Location: Wichita, Sedgewick County, Kansas

Contract Value: \$767,000

Gross Fee: \$767,000

Subconsultants (% of work performed): FHU (25%), Kimley Horn (15%) Muller Engineering (5%) Specialty Subs (< 5%)

Reference:

Steven Cross, PE
Kansas Department of Transportation
P: 785-296-2093

Project Description: Located within the City of Wichita in Sedgewick County, Kansas, this project involved 9.5 miles of the K-96 freeway between I-135 and I-35 and will upgrade K-96 from a 4-lane to a 6-lane freeway. Several interchange improvements were considered, including diverging diamond interchanges at six locations. HG Consult served as the key NEPA lead, conducting the environmental assessment, natural resource and socio-economic analyses and documentation, including coordination to satisfy FAA flight path requirements and address direct impacts to Jabara Airport AAO landside property. HG's work with FAA and FHWA to resolve conflicting regulations and conceptual design needs was critical to project success, and HG wrote a separate Jabara Airport impacts EA chapter, leading FAA to adopt the FHWA EA in whole and prepare their own FONSI to complete project NEPA clearances.

Scope of Work: The scope included NEPA Environmental Assessment documentation, noise analysis, stream, wetlands, floodplain field investigations, threatened and endangered species field investigations, social and economic evaluations, Section 4(f), Section 6(f) reviews and evaluations, and geographic information systems impact analyses.

Outcome/Result: The final FHWA EA/FONSI was approved April 22, 2025 and FAA FONSI was approved July 22, 2025. The project is currently in the preliminary design stage, with construction letting anticipated in 2027.

■ ■ **PHX Terminal 4 S1 Concourse - City of Phoenix****Dibble Project**

Location: Phoenix, Arizona

Contract Value: \$230M

Gross Fee: \$572,000

Reference:

Dan Rauscher
City of Phoenix – Aviation, Design and Construction Services
500 South 24th Street, Phoenix, Arizona 85034
P: 602-273-3329

Project Description: Dibble led civil engineering for the Phoenix Sky Harbor Terminal 4 S1 Concourse, delivering large-scale airfield, utility and site solutions as part of a multi-year, \$230 million program that added an 8-gate concourse and aircraft parking apron to meet rising demand. The project required close integration with the architect and ongoing airport operations, complex phasing adjacent to active taxiways and was delivered through a CMAR model led by McCarthy Building Company with design from SmithGroup/Corgan.

Scope of Work: The scope included civil engineering design and construction-ready documents for a 57,000 SY ADG III PCCP aircraft parking apron, significant concrete paving, jet blast deflection systems, storm water drainage structures, airside electrical work, utility coordination, FAA-compliant surveying, grading, drainage, new service roads, and special facility design. The team also provided phased construction and barricading plans to maintain operational continuity and safety, along with multiple construction packages and bid support.

Outcome/Result: The project delivered on-time demolition, grading, drainage and PCCP apron construction despite operational constraints, enhancing aircraft access and facilities while safeguarding airport operations through detailed phasing and meeting all FAA and City standards for long-term reliability.

TAB 7

REQUIRED FORMS



Benesch acknowledges and accepts the terms and conditions outlined in the Sample Agreement provided with the Request for Proposals with the following suggested revisions for consideration. We understand some of these provisions, required in every contract issued by the City, are drafted in accordance with Federal, State, and City law and policy and are not subject to modification.

Exceptions List – Denver International Airport

2.C.i. Please revise as shown below.

Consultant shall perform its services consistent with the professional skill and care ~~ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care")~~; ~~skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.~~

2.C.vii. Please revise as shown below.

Contractor shall be liable to the City for all ~~negligent~~ acts, ~~errors or~~ ~~and~~ omissions, ~~and the willful misconduct~~ of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor contracts to perform any portion of the work under this Agreement.

3. Please insert the following after "City" in the fourth line, "Notwithstanding the foregoing or anything to the contrary herein, such documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse other than for the specific purpose intended under this Agreement and without written verification or adaptation by Contractor will be at the user's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates or subconsultants. Moreover, Contractor's pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Contractor, that existed before the commencement of the Services and which are included in the documents generated by Contractor under this Agreement (collectively, the Pre-Existing Materials), shall remain the property of Contractor. Contractor grants to the City (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project."

4.C.iv. In the third and fourth lines, please replace "~~defective performance~~" with "failure"

4.D. Please revise as shown below.

Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all ~~direct~~ costs of correcting the work without additional compensation, including but not limited to:

- i. All ~~direct~~ costs of correcting and replacing any affected design documents ~~which have failed to meet the Standard of Care~~, 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~~ that failed to meet the ~~Standard of Care~~; and
- iii. Additional direct costs incurred by the City, its tenants, or its other contractors arising out of Contractor's ~~defective work failure to meet the Standard of Care~~.

8. A. Please revise as shown below.

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

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



9/18/2025

Benesch does not currently have any real or potential conflict of interest for this project. Benesch will notify DEN of any professional relationships entered into that may be a potential conflict of interest.

A handwritten signature in black ink, appearing to read 'J. Hastings'.

Jess Hastings, PE

Senior Vice President

Colorado Division Manager

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

City and County of Denver
Denver International Airport

Proposer: Alfred Benesch & Company Date: September 18, 2025

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

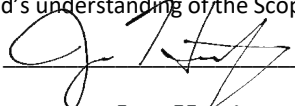
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: Addendum 1, 2, 3

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type or print name: Jess Hastings, PE

Proposer's Business Address: 7979 E. Tufts Avenue, Suite 800, Denver, CO 80237

E-mail address: jhastings@benesch.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Alfred Benesch & CompanyProposer Address: 7979 E. Tufts Avenue, Suite 800, Denver, CO 80237Phone: 303-771-6868 Fax 866-410-8678Email: jhastings@benesch.comFederal Identification Number: 36-2407363Principal in Charge (Name & Title): Jess Hastings, PE / SVP, Colorado Division ManagerProject Manager for this RFP (Name & Title): Molly McGuire, PE / Senior Project ManagerEqual Employment Opportunity Officer: Sandra Pond, SPHR

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

- Travelers Indemnity Company of America A++, XV
- Travelers Property Casualty Company of America • Charter Oak Fire Insurance Company A++, XV
- Phoenix Insurance Company A++, XV • Berkshire Hathaway Specialty Insurance Company, A++, XV

**Parent Company Information
(If Applicable)**Name of Company: Alfred Benesch & CompanyAddress: 35 West Wacker Drive, Suite 3300, Chicago, IL 60601Phone: 720-473-7560 Fax: 866-410-8678Contact Person: Bill Epp, PE, SE / West Regional Manager

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: Illinois

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):

N/A

References*(Provide three professional references below)*

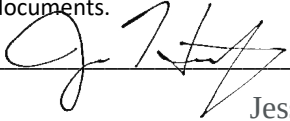
1. Company Name: Denver International Airport
Contact: Irene St. Martin, PE
Project Title: Numerous Landside Projects at DEN
Email: Irene.st.martin@flydenver.com
Phone Number: 970-405-3173

2. Company Name: Lincoln Airport Authority
Contact: Chad Lay
Project Title: Numerous Projects at the Lincoln Airport
Email: c.lay@lincolnaairport.com
Phone Number: 402-458-2403

3. Company Name: Denver International Airport
Contact: Bryan St. Marin, PE
Project Title: Jackson Gap Road Bridge Damage
Email: bryan.st.martin@flydenver.com
Phone Number: 303-342-4552

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.

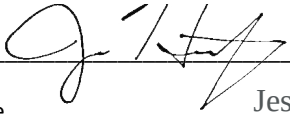
Signature  Title SVP / Colorado Division ManagerPrint Name Jess Hastings, PEDate September 18, 2025

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 Alfred Benesch & Company (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 SVP / Colorado Division Manager

Print Name Jess Hastings, PE

Date September 18, 2025

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

See following page for additional information

LITIGATION HISTORY

A detailed litigation history can be provided upon request. In summary, Benesch currently has three (3) open lawsuits:

- One suit stems from construction-related personal injury alleged to have been caused by errors or omissions and involves a limousine accident that occurred in a construction zone.
- One suit stems from trip and fall personal injury in an accessible parking area alleged to have been caused by errors or omissions on a project Benesch was engaged in in 2018 to provide civil site engineering.
- One suit stems from personal injury incident that occurred on June 10, 2023 on the bicycle path due to an alleged defect in the paving surface and/or expansion joint causing loss of a low-speed scooter's control and fall.

During the last ten (10) years Benesch has been involved in 31 lawsuits firm wide, which break down as follows:

- Seventeen stemmed from construction-related personal injuries. Four of these suits were resolved through direct negotiations, twelve during mediation or pre-trial settlement conference, and Benesch was dismissed from one of the suits.
- Six stemmed from construction-related property damage. Benesch was dismissed from two of the suits, and the other four were settled through mediation or direct negotiations.
- Six stemmed from alleged errors and omissions; Two of the lawsuits were filed by clients and originated within the companies acquired by Benesch; one suit was filed by a Benesch client; the remaining suits were filed by two contractors and a utility company. All six suits were settled through mediation or direct negotiations.
- One suit was filed by a client for indemnification related to an injury sustained by a user of a facility that had been built and was settled during mediation.
- One suit was a nuisance suit filed – and then abandoned – by the resident of a client for whom Benesch prepared a structural evaluation report that resulted in condemnation of the resident's property. Benesch and two of its employees were all dismissed from this case.



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

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 21 % of the total contract value to MWBE participation.
The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): Alfred Benesch & Company

Firm's Representative: Jess Hastings

Title: Senior Vice President/Colorado Division Manager

Signature (Firm's Representative):

Date: 9/18/25

Address: 7979 E. Tufts Avenue, Suite 800

City: Denver

State: Colorado

Zip: 80237

Phone: 303-345-7929

Email: jhastings@benesch.com

DSBO Version 7 Last Revised: March 3, 2025

Exhibit F



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name: Alfred Benesch & Company

Project/Contract Name and Number: DEN On-Call Infrastructure Design - RFP #202580614

DSBO Version 1: 3/4/2025

Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

Exhibit F

**Utilization Strategies**

- Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**
- Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.

For reference, please refer to CCD Certified Small Business Database.

[Small Business Certification and Contract Management System | Denver Office of Economic Development](#)

Response:

Benesch is committed to fostering meaningful participation by both new and established City and County of Denver MWBE-certified small businesses. Our strategy includes breaking down scopes of work into manageable packages to allow greater access for small and emerging firms.

We conduct targeted outreach to MWBE-certified firms through the City and County of Denver's directory and coordinating with industry organizations to identify additional capable partners. We are actively engaging potential MWBE subcontractors to understand their experience and capacity. For example, Aeris Engineering, LLC is a brand new, recently certified, MWBE firm that we are utilizing as we know and have worked with the firm's three leading staff and are confident in their skill set. We are excited to utilize their talent and promote the success of their new firm. We are also part of CDOT's Mentor Protege program and are mentoring Canyon Engineering and teaming with them on pursuits aligned with their skillset.

Our team is providing preliminary scope definitions, expected durations, and schedule considerations to help MWBE firms prepare responsive proposals. To further enhance engagement, we are holding one-on-one meetings to review scope details, using a transparent processes with sufficient response time, and offering direct Q&A support throughout. We are also identifying potential "stretch" scopes that allow MWBE firms to expand their capacity, with technical assistance available from our team. As the project advances, we are committed to reevaluating contracting opportunities at each phase to continue identifying ways to expand MWBE participation.

DSBO Version 1: 3/4/2025

Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

Exhibit F


**Standard Procedure
for Bid Packages**

- Describe Submitter's procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:

For this project, Benesch is actively implementing our established procurement practices to ensure meaningful participation by MWBE-certified small businesses. We have a robust pool of MWBE-certified firms that we regularly team with and have drawn upon that pool for this project. We have already committed to nine MWBE-certified small businesses on our team.

We identify scopes of work that are well-suited for subcontracting and engage early with certified MWBE firms to solicit interest and qualifications. This engagement happens with our pool of trusted partners as well as looking for new opportunities with firms listed in relevant certification categories. Typically we make contacts with new firms at industry events as we look to establish relationships with new MWBE firms.

Our approach includes issuing clear and concise scopes of work, and providing sufficient time for response. We follow up individually to answer questions, offer proposal support, and encourage participation. All solicitations emphasize our commitment to building long-term relationships and promoting success for MWBE partners.

Throughout the process, we are documenting outreach efforts, tracking responses, and evaluating MWBE participation with the intent to exceed project-specific goals. We strive to exceed project goals to ensure reductions to scope in MWBE-led disciplines won't adversely affect meeting the goal. Our project manager and procurement team are aligned in ensuring accountability, and we are prepared to provide technical guidance or mentorship as needed to support successful delivery by our MWBE partners.

These efforts are not only aligned with our company values but are also tailored to the specific requirements and opportunities presented by this project.

DSBO Version 1: 3/4/2025

Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999



Technical Assistance

- Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response:

Benesch is committed to providing meaningful technical, financial and operational support to MWBE-certified firms participating on this project. We recognize that long-term capacity building is just as important as immediate contract participation. To that end, our team offers one-on-one mentoring for certified firms that includes scope-specific training, assistance with schedule and cost estimating, and guidance on project delivery expectations. We also share internal quality control templates and provide oversight support to help ensure consistency with project standards.

Where possible, we assist with administrative and financial on-boarding by offering flexible invoicing terms, advocating for prompt payment, and helping identify bonding and insurance solutions through our broker relationships. If a selected MWBE firm has limited experience on similar scopes, we structure tasks with built-in checkpoints to promote collaboration and knowledge-sharing, including direct access to Benesch task leads. On prior projects, we have also supported certified firms in registering for access to capital and workforce development programs, and we intend to bring that same proactive support to this contract.

Benesch is committed to creating a transparent, collaborative team environment where MWBE partners can build both their resumes and internal capacity while contributing directly to successful project delivery. Many of our MWBE partners become repeat partners on future projects as a result of the relationship of trust we build.

DSBO Version 1: 3/4/2025

Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999



DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm): Alfred Benesch & Company

Firm's Representative: Jess Hastings

Title: Senior Vice President / Colorado Division Manager

Signature (Firm's Representative):

Date: 9/18/25

Address: 7979 E. Tufts Avenue, Suite 800

City: Denver

State: Colorado

Zip: 80237

Phone: 303-345-7929

Email: jhastings@benesch.com

DSBO Version 1: March 17, 2025

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on	12 September 2025, 1:36pm
Receipt number	7019
Related form version	6

Page 1/2

Business Email Address	jhastings@benesch.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Infrastructure Design
Solicitation No. (If Applicable)	RFP #202580614
Name of Your Company	Alfred Benesch & Company
What Industry is Your Business?	Professional
Street Address	7979 E Tufts Avenue, Suite 800
City	Denver
State	CO
ZIP Code	80237
Business Phone Number	303-771-6868
Business Facsimile Number	866-410-8678

Page 2/2

1. How many employees does your company employ?	Over 100
1A. How many of your employees are full time?	1067
1B. How many of your employees are part time?	150
2. Do you have a Diversity and Inclusiveness Program?	Yes

Exhibit F

2.1. Employment and retention?

Yes

2.2. Procurement and supply chain activities? *

Yes

2.3. Customer Service?

Yes

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

Equity, Diversity & Inclusivity

Benesch is committed to promoting fairness within procedures, processes and the distribution of resources across the company. We work to increase diversity within our company across all levels of the organization, as well as generate ideas to attract and recruit a diverse workforce. We develop ways to ensure our diverse workforce is able to fully participate in opportunities of all kinds.

As a result, Benesch has established the following programs and initiatives:

Employee Resource Groups – An Important Way to Connect with Coworkers

Employee Resource Groups (ERGs) are grass-roots employee-driven groups for individuals who share similar interests or identity attributes (i.e., ability, gender, race, sexual orientation). ERGs provide space for networking, both socially and professionally. They are also a gateway to mentorship and meaningful resource/ knowledge sharing across divisions. Benesch currently has five active ERGs:

- LGBTQ+
- Multicultural
- People with Disabilities
- Women
- Veterans

Budget: While we don't have an exact budget only for workplace diversity, we have allocated an average of 40 training hours per staff member, covering both technical and soft skills. We also support diversity through budgets for Employee Resource Groups (ERGs), which facilitate activities that encourage inclusive engagement across the organization. Additionally, our Corporate Social Responsibility Committee has a budget to support companywide events and administer the programs that provide matching dollars to help our staff impact a diverse range of causes that are important to them.

Training & Enrichment - Diversity-Focused Learning Opportunities

Employees have access to a wide variety of classes through our companywide subscription to LinkedIn learning. Benesch staff can find videos on dozens of workplace diversity topics and can watch recordings from recognized professionals in this field. Benesch also hosts Level Up Friday courses on emotional intelligence, empathy, conflict resolution, how to lead inclusive teams, unconscious bias, communication skills, etc. to encourage positive work environments, promote inclusiveness and build a sense of belonging for all employees.

Improving Policies and Procedures - HRC Corporate Equality Index

Ongoing policy and procedure reviews and updates are part of the team's mission. To start, we have proposed pursuing policy and procedure changes using the Human Rights Campaign (HRC) Corporate Equality Index as our guide. We are addressing any policies or procedures that require adjustment and will submit our company to formally participate in the index review.

Capturing Accurate Demographic Data

Benesch is working to establish regular reporting procedures for EEO data, including the collection of missing data such as LGBTQ+ and MENA (Middle Eastern/North African) employees. This data will be used to accurately report on the demographics of our population, to meet state requirements and allow us to assess how our population is changing due to our inclusion efforts over time.

Equal Employment Opportunities

This is a written plan of action in coordination with Benesch's Employee's Guide to Personnel Policies and Procedures (section 3.3 Equal Employment Opportunity Policy) and is reviewed on an annual

Exhibit F

basis.

Since its inception, Benesch has maintained a strong commitment to providing equal employment opportunities (EEO) to all employees and applicants without regard to an individual's race, color, religion, sex, sexual orientation, gender identity, national origin, political affiliation or belief, age, disability, military service, status as a protected veteran, or any other protected characteristic in accordance with applicable Federal, State and local laws governing non-discrimination in every location in which the company has facilities.

Benesch will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

This policy applies to all terms and conditions of employment, including, but not limited to, promotion, demotion or transfer; sourcing, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; leaves of absence; selection for training including, on-the-job training and/or internship.

Sourcing and Recruitment:

Benesch is an Equal Opportunity Employer of protected veterans and individuals with disabilities. Qualified applicants are evaluated without regard to race, color, religion, sex, national origin, sexual orientation, national origin, political affiliation or belief, age, gender identity, disability, military service, status as a protected veteran, or any other protected characteristic.

State Employment Offices (ESDS) and third-party recruitment vendors are notified of Benesch's EEO obligations. All advertisements for available positions with Benesch are placed on the Careers page of the Company website for internal and external applicants. They are also placed with ESDS offices and with organizations dedicated to diversity outreach, including women, minorities, those with disabilities and protected veterans.

Benesch participates in local career fairs at universities, colleges, and technical schools in various states as opportunities arise from year to year and reaches out to alumni and professional organizations to promote internships and open positions.

Selection:

Benesch does not utilize pre-employment aptitude or similar tests to screen job applicants. The same job-related questions are asked to each applicant applying for the same job classification to ensure that candidates are evaluated in a consistent manner as it relates to the skills and abilities required for the job.

Reasonable accommodation is provided to qualified applicants for employment and employees with disabilities upon request. Contact information is available on Benesch's Careers page for applicants who may need to request accommodation with the application or interview process. Information is available in the Employee Guide for Personnel Policies and Procedures for employees who may need to request job-related accommodations.

Wage and Salary Structure:

Benesch makes employment, pay and promotion decisions without regard to race, color, religion, sex, national origin, political affiliation or belief, sexual orientation, age, gender identity, disability, gender identity or expression, military service, protected veteran status or other factors unrelated to a person's ability to do the job. Benesch conducts an annual salary analysis to determine whether the current rate of pay is commensurate with individual performance and job classification.

Harassment:

Benesch does not tolerate harassment of or by its employees. Any form of harassment related to an employee's race, color, sex, sexual

Exhibit F

orientation, religion, national origin, political affiliation or belief, sexual orientation, age, gender identity, marital status, political belief, veteran status, or disability is a violation of Benesch's Policy on Harassment and will be treated as a disciplinary matter.

Benesch is committed to the maintenance of an environment free of discrimination and all forms of coercion that impede the freedom or diminish the dignity of any employee. Benesch will not tolerate sexual or other harassment by employees whether it is aimed at other Benesch employees or the employees or representatives of clients, vendors, or others with whom we do business. By the same token, Benesch likewise endeavors to protect our employees against harassment by non-employees with whom we do business.

Any complaint or violation of policy which arises should be immediately reported to the employee's supervisor, Human Resources, or the company EEO Officer.

Employees or applicants will not be subject to harassment, intimidation, threats, coercion, or retaliation because they engage in filing a complaint or assist in a review or investigation of a complaint.

Dissemination of Policy:

This EEO Plan is available to employees in the Employee Guide for Personnel Policies and Procedures and on the Benesch intranet site. The Know Your Rights poster and the Pay Transparency Policy Statement are all posted on the Benesch intranet site for all employees to view; especially those who may not be working at a physical office location. These notices are all accessible, electronically, for applicants on the Benesch Careers page on the Company website.

The EEO Officer is Sandra Pond, SPHR
Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601
312-565-0450

Sandra Pond, Chief Human Resources Officer

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

Yes

5. How often do you provide training and diversity and inclusiveness principles?

Annually

5.1 What percentage of the total number of employees generally participate?

76 - 100%

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

EEO Policies & Training, Mentor & Outreach Programs, Partnerships with Diversity Organizations for Recruitment Activities

7. Do you have a diversity and inclusiveness committee?

Yes

8. Do you have a budget for diversity and inclusiveness efforts?

Yes

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?

Yes

Exhibit F

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Kathryn Bergen
Today's Date	09/12/2025
NOTE: Attach additional sheets or documentation as necessary for a complete response.	Benesch - Diversity and Inclusiveness Principles and Programs.docx

Exhibit F



ALFRBEN-01

MLAN

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: Zachary Rinkus	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: zrinkus@amesgough.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Alfred Benesch & Company 35 West Wacker Drive, Suite 3300 Chicago, IL 60601-5927	INSURER A : Travelers Indemnity Co. of America A++, XV 25666	
	INSURER B : Charter Oak Fire Insurance Company A++ (XV) 25615	
	INSURER C : Travelers Property Casualty Company of America, A++, XV 25674	
	INSURER D : Travelers Casualty Company of Connecticut A++, XV 36170	
	INSURER E : Berkshire Hathaway Specialty Insurance Company (A++XV) 22276	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		630-0D870755	5/31/2025	5/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		810-4X668955	5/31/2025	5/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CUP-9R47920A	5/31/2025	5/31/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N / A	UB-5K723986	5/31/2025	5/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab		47EPP30529708	5/31/2025	5/31/2026	per claim 1,000,000
E			47EPP30529708	5/31/2025	5/31/2026	aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

For Proposal Only

CERTIFICATE HOLDER

CANCELLATION

For Proposal Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TAB 8

RESUMES



Exhibit F

Jess Hastings, PE

Principal in Charge



Jess has been serving state and local public agencies and private clients by providing engineering design, construction administration, and managing projects for over 19 years, including dozens of federally funded projects. Jess' project experience in these areas is broad and includes small to multi-million dollar projects. His roles on these projects have included technical design, construction management and inspection, pavement evaluation and design, project management and coordination, and public involvement and outreach

Education

BS, Civil Engineering
University of Nebraska—
Omaha

Years' Experience

19 years

Registrations and Certifications

Professional Engineer: CO,
NE

- SAVE VE Module I
- CDOT/ACEC Partnering Seminar
- MUTCD Work Zone Safety Seminar
- Complete Streets Seminar
- CDOT Local Agency Administration Training
- CDOT Transportation Erosion Control Supervisor
- CDOT Basic Highway Math, Surveying and Plan Reading
- Traffic Control Supervisor
- Fall Protection
- e-Railsafe
- Contractor Orientation
- Roadway Worker Protection
- ACI Concrete Field I Certification
- Humboldt Radiation Safety Training

RTD - Bridge Inspection On-Call

Project Principal: Benesch conducted comprehensive inspections of all 133 RTD bridges, including Colorado's longest (9,533 ft), covering light rail, commuter rail, heavy freight, and pedestrian bridges. Work included routine, fracture-critical, and emergency inspections, combining railroad and highway procedures, and ensuring compliance with FHWA, AREMA, FRA, and ASNT standards. Inspections required advanced access techniques, traffic control, and coordination with RTD, CDOT, and railroads. Jess worked with our project team to go over work planned, potential items of concern, outstanding issues to resolve, project schedule and other items related to project progress.

E-470 Public Highway Authority - E-470 Widening (I-70 to 104th Avenue)

Project Principal: Benesch managed construction of an 11-mile, \$350M third-lane expansion between I-70 and 104th Avenue, fully funded by E-470. The CM/GC project included roadway widening, interchange improvements, storm sewer installation, concrete trails, guardrails, a new tolling gantry, and bridge widenings with coordination across multiple municipalities and stakeholders including DEN. This project built on Benesch's prior Quincy to I-70 work, enhancing regional connectivity. Jess ensured that project staffing and resources were adequate and met periodically with the client to ensure we were exceeding expectations.

CDOT Regions 1, 2, 4 & HQ - Front Range General Engineering NPS

Project Principal: Benesch provides design and engineering support under a \$4M task-order contract (2022–2027), delivering roadway and structural design, resurfacing, panel replacements, safety and ADA improvements, drainage, lighting, utility and railroad coordination, value engineering, and grant writing. Sixteen task orders completed in three years, with \$1M remaining.



Exhibit F

Molly McGuire, PE

Contract Manager / Airside Project Manager

Molly has 18 years of experience in the aviation industry, specializing in FAA standards, FAARFIELD pavement design, construction management, and project specifications. She has managed a wide range of projects roles including Project Manager, Civil Design Manager, and Construction Manager. Her responsibilities have included project coordination, contract documentation, site design reviews, cost estimating, ensuring FAA compliance, and overseeing construction

Arapahoe County Public Airport Authority - Rehabilitation of Taxiways C and D at Centennial Airport, Design*

Project Manager: This This project focused on the rehabilitation of Taxiways C and D at Centennial Airport. The scope included an asphalt mill and overlay, full-depth mill with a six-inch overlay, base course reconditioning, crack repair, construction of a new taxiway connector, electrical system rehabilitation and the reconstruction of a taxilane. Molly managed multiple grants (CDAG, AIP, and several AIG grants), oversaw project scoping and contract initiation, administered grants, and compiled the necessary contract documents and plans

Arapahoe County Public Airport Authority - Reconstruction of South Main Parking Lot and Roadways at Centennial Airport, Design and Construction*

Project Manager: This project entailed the full-depth reconstruction of the South Main Parking Lot and adjacent roadways at Centennial Airport. The reconstruction included cement-treated subgrade with RAP and asphalt pavement, drainage improvements, and the enhancement of the parking lot layout. It was federally funded through AIP and AIG grants. Molly was responsible for scoping the project, getting it under contract, administering grants, coordinating with the Denver ADO, compiling contract documents and plans, and managing the construction phase.

Flathead Municipal Airport Authority - Glacier Park International Airport Terminal Apron Expansion, Design and Construction*

Design and Construction Manager: This project involved expanding the main terminal apron at Glacier Park International Airport using Portland Cement Concrete Pavement, along with a stabilized asphalt base course, crushed aggregate base course, subbase course, and the installation of an underdrain system. It also included airfield lighting, pavement markings, and terminal apron lighting. Molly was responsible for FAARFIELD pavement design, reviewing civil design, cost estimating, project specifications, contract documents, ensuring FAA compliance, and overseeing construction. Her duties also included submittal reviews, change order preparation, pay applications, and requests for reimbursements.

Montrose County – Montrose Regional Airport Terminal Expansion, Design and Construction*

Design and Construction Manager: This This project involved expanding the Montrose Regional Airport terminal building, which included a two-story, 22,000-square-foot addition extending the airport building to the north. Molly is the engineer on record for site civil design. She was responsible for coordinating with the architectural and structural team, cost estimating, project specifications, contract documents, and ensuring FAA compliance.

City & County of Denver – Denver International Airport Runway 8/26 Complex Pavement Rehabilitation and ADG V Improvements*

Civil Designer: This project focused on the rehabilitation of Runway 8/26 at Denver International Airport. The scope included removal and replacement of isolated portland cement concrete panels as well as an isolated runway profile grade correction. Molly completed the initial pavement evaluation of the pavements to determine the scope of the project as well as completed civil design paving plans and demolition plans for the project. She also assisted with the compilation of the necessary contract documents.

Education

BS, Civil Engineering,
University of Colorado at
Boulder

Years' Experience

Total: 18 years

Registrations and Certifications

Professional Engineer:
CO, MT, KS, NE

*Denotes projects completed
with previous firm



Exhibit F

Alex Bernhardson, PE

Airside Design Manager

Alex has been overseeing the design and construction of airport projects throughout the country for seven years. From large runway pavement reconstructions to hangars, his portfolio includes design and construction management for FAA, DoD, and privately funded Fixed Base Operator (FBO) airside and landside improvement projects at commercial service and general aviation airports. Alex's well rounded background in aviation projects allows him to effectively manage multiple projects and clients at airports throughout the country.

Education

BS, Civil Engineering,
University of Nebraska-
Lincoln

Years' Experience

7 years

Registrations and Certifications

Professional Engineer: NE,
FL, VA, CT

ACI Concrete Field Testing
Technician, Grade I

York Municipal Airport - Miscellaneous Pavement Repair & Airfield Marking Improvements - York, NE

Construction Representative: Alex was responsible for identifying and marking out concrete pavement spall repair locations on the JYR Airport runway and taxiway pavement prior to repair efforts. He inspected contractor work operations for quality assurance while joint sealant and pavement marking replacement was completed on the project and calculated field quantities for progress tracking and contractor payment. The project included a six-phase approach to minimize the impacts to aircraft operations while the project was completed on critical airport pavement infrastructure.

Eppley Airfield & Millard Airport Annual Pavement Repairs - Omaha, NE

Lead Designer: Alex has been involved in the last three annual pavement repair projects completed by Benesch at Eppley Airfield (OMA) and Millard Airport (MLE). He has been responsible for the design, plan, and specification development for a wide variety of repair areas completed on airside runway, taxiway, and apron pavements, as well as landside pavements in parking lots and entrance drives. While working closely with the OAA representatives throughout the pre-design site visit and design phase of the projects, Benesch has been able to complete a significant amount of pavement repair areas in a cost effective manner at both OAA airports.

BIE - Taxiway 'A' and Apron Reconstruction

Project Design & Construction Lead: Alex oversaw the design of the estimated \$5 million Taxiway 'A' and Apron Reconstruction project at Beatrice Municipal Airport (BIE), including reconstructing the 18,000 SY apron with new PCC on aggregate base pavement section. He worked closely with the Airport Authority and FAA to evaluate the FAA-eligible apron size and develop an alternative layout efficient for aircraft movements and effective for itinerant tiedown locations. The project includes the removal of two below-ground 100LL fuel tanks and construction of a new 12,000 Gal 100LL tank with full- and self-service fuel capabilities. Anticipated start early 2024.

Kearney Regional Airport Parking Lot Expansion – Kearney, NE

Construction Representative/Administrator: Alex was the lead construction representative and administrator for the Terminal Parking Lot Expansion project while also completing the same role for the Taxiway A and Connecting Taxiway Rehabilitation. He was responsible for the daily oversight of the Terminal Parking Lot Expansion during its four-month duration in the summer of 2021. The project consisted of a four-phase approach to limit impacts to commercial service passengers while the existing entrance drive was relocated and the existing parking lot expanded by nearly 70 parking stalls. The project was completed on schedule and under budget.

Exhibit F

Nathan Hudgens, PE

QC Manager



Nathan has over 20 years of experience as a client/project manager and design engineer. He has extensive experience in site layout, stormwater design and permitting and water and wastewater design. He is responsible for the planning, designing and construction management of multi-discipline projects, contract administration, technical oversight, and guidance, as well as client and project management for multiple programs.

Education

BS, Civil Engineering,
Tennessee Technological
University

Years' Experience

19 years

Registrations and Certifications

Professional Engineer: TN,
NC, OH

Nashville Department of Transportation and Multimodal Infrastructure (NDOT) - Metro Public Works Bridge Maintenance and Management Program - Nashville, TN

Program Manager: Nathan was in charge of overseeing the inspection, maintenance/repair and replacement of the 400+ bridges within NDOT's asset inventory. He also established yearly budgets for design and construction, along with schedules to align with the fiscal responsibilities set for in the Mayor's budget. Further duties included oversight of design and field personnel, QA/QC of scoping reports, technical reviews of sub consultants design plans, preparation of program financial and progress reports.

L-H Battery Co. (Honda/LGES) - Lithium-Ion Battery Manufacturing Plant - Jeffersonville, OH

Engineer-of-Record: Nathan was the Engineer-of-Record for the 4 Million SF Lithium-ion Battery Plant in Jeffersonville, OH. He performed design and construction administration for both the phases of the project. These phases included site layout of main production plant and all ancillary buildings to support the overall production. Roadway design, all grading, drainage and erosion control measures (three phase approach), along with all EPA permits for wastewater discharge and hazardous waste storage and conveyance. Nathan was responsible for both on-site and off-site utility design for the 450-acre site. He held weekly design meetings and interacted directly with the Client on various aspects of the project and coordination between multiple disciplines and A/E firms

Asheville Regional Airport - Major Terminal Expansion Project - Asheville, NC

Engineer-of-Record: Nathan was the Engineer-of-Record for the Major Terminal Expansion Project to include new Central Energy Plant, Baggage Handling Facilities and Drainage Improvements. He provided site layout, grading and drainage design for the terminal expansion. He interfaced with the Airside Civil design to ensure seamless tie-in across all portions of the airfield. There were multiple package releases for phasing of work to provide constant supply of utilities to existing terminal ensuring no interruptions to current operations.



Exhibit F

Travis Greiman, PE, CAMP

Landside Project Manager

Travis has over 17 years of civil engineering experience encompassing major urban and rural roadway projects, intersection and traffic calming improvements, multi-use pedestrian path projects, commercial and residential developments, and miscellaneous emergency roadway and drainage repairs and reconstruction. He has experience in all major design components including geometric road design, roadside grading, ADA sidewalks and curb ramps, signing/stripping signals, construction phasing, storm sewer design, specifications and construction cost estimating. Prior to joining Benesch, Travis spent over eight years with the City of Centennial. During his employment, Mr. Greiman gained significant experience in various aspects of project and program management, and construction administration.

Education

BS, Civil Engineering,
University of Colorado -
Boulder

Years' Experience

17 years

Registrations and Certifications

Professional Engineer: CO,
PA, NJ

Certified Municipal Engineer:
NJ

Certified Asset Management
Professional (CAMP)

City and County of Denver, CO - Harvard Gulch Master Planning Study

Project Manager: Travis led a master plan for 29 bridge and culvert structures crossing Harvard Gulch between Logan Street and Colorado Boulevard. Evaluated inspection data, floodplain conditions, land use, and transportation networks to guide prioritization of rehabilitation, replacement, or removal. Collaborated with DOTI Bridge, Transportation, and Floodplain/MHFD teams to create tailored screening criteria aligned with existing master plans. Also led development of a long-term asset management framework to translate inspection and risk data into program-level planning tools.

City and County of Denver, CO - Florida Avenue & Quebec Way Mini-Roundabout

Project Manager: Benesch is providing design services for the intersection of Florida Avenue and Quebec Way, located near the Denver and Arapahoe County border. Currently, this skewed intersection faces operational challenges during peak hours, compounded by the significant grade on the east leg due to its proximity to the High Line Canal. To improve traffic flow and safety, Benesch proposed a mini-roundabout, a proven solution for reducing delays and mitigating severe crash risks at four-way stop-controlled intersections. Recognizing Florida Avenue's dual role as the D-18 bike route for the City and County of Denver, Benesch will incorporate a buffered bike lane into the design to ensure safe connectivity to the High Line Canal Trail. Bicycle improvements will follow the MassDOT Separated Bike Lane Design guidelines, ensuring the intersection supported multimodal use while addressing operational issues.

City of Centennial, CO - Arapahoe Road Side Paths

Project Manager: Benesch was selected to lead the design of the Arapahoe Road Side Paths project. This federally funded project will install new infill sidewalk along Arapahoe Road between Peoria Street and Parker Road. Additionally, a new concrete fence will be designed to replace an old wooden fence, and existing non-compliant curb ramps will be replaced and new curb ramps will be installed where needed. Critical issues include mitigating ROW impacts, managing drainage and integrating necessary WQ features, and coordinating with a significant number of stakeholders and affected property owners. Benesch will leverage its expertise in ADA regulations and design, its significant history delivering CDOT LA projects, and its structural design expertise to deliver the project.

Exhibit F



Lindsey Lehto, PE

Landside Design Manager

Lindsey is a Project Engineer with more than 8 years of experience in roadway design, intersection improvements, and multimodal transportation infrastructure. She regularly coordinates with municipal clients, developers, and utility agencies to ensure seamless project delivery across a variety of urban and suburban settings. Her expertise includes conducting operational, design, and safety assessments of roadway corridors and intersections to identify and address geometric, capacity, and safety improvements. Lindsey is highly proficient in using Autodesk and Bentley platforms to develop roadway alignments, cross-section features, grading, signing and striping plans, and pedestrian and bicycle facilities.

Education

BS, Civil Engineering
University of Arizona

Years' Experience

8 years

Registrations and Certifications

Professional Engineer: CO,
AZ

Denver Airport (DEN) - Hertz Parking Lot, Phase II

Project Engineer: As part of Benesch's on-call civil design contract, Benesch provided design services to consolidate and modernize the Hertz Rental Car parking lot through expansion. Lindsey assisted with the design of pavement and drainage improvements. Other services provided by Benesch included box culvert design, an environmental assessment, permitting, utility relocation and coordination with Hertz and the Airport.

City and County of Denver, CO - Florida Avenue & Quebec Way Mini-Roundabout

Principal Designer: Project included a mini-roundabout at a skewed, congested intersection near the Denver-Arapahoe County border. Led design efforts to address steep grades and peak-hour delays by implementing a roundabout solution that improved traffic operations and safety. The project included a buffered bike lane along Denver's D-18 route, enhancing multimodal connectivity to the High Line Canal Trail in accordance with Separated Bike Lane Design guidelines.

Jefferson County, CO - Pierce Street Improvements

Project Engineer: Benesch was selected by Jefferson County to design roadway, signal, bicycle and pedestrian improvements to Pierce Street between Coal Mine Avenue and Bowles Avenue. The project will replace four signals, resurface the road, add new bicycle lanes, replace a retaining wall, upgrade ADA curb ramps and add sidewalk where pedestrian connections are missing. Benesch's scope includes design, topo survey, ROW mapping, SUE investigation, geotechnical investigation, and final plan set development. A public meeting, engagement with Columbine High School administration and extensive utility coordination were conducted as well. Lindsey performed the majority of the design, drafting, and plan production for the roadway plans. She also performed quantity takeoffs and cost estimations.

City of Centennial, CO - Orchard Road Widening

Project Engineer: Benesch provided design services to the City of Centennial for widening of 2,500 feet of Orchard Road east of Ogden Court. The project added new curb, gutter, sidewalk, turn lanes and storm drainage. The addition of sidewalk connects the Highline Canal Trail to streets along Orchard Road that previously did not have pedestrian connectivity. Benesch provided survey, subsurface utility engineering, roadway and drainage design and structural design for a retaining wall. The project included extensive utility and SEMSWA coordination.

Exhibit F



Tom Fuentes, PE

Drainage / Erosion Control

Tom has over 46 years' experience in public capital improvement projects. His project experience includes floodplain management, CLOMR/LOMR processing for floodplain map revisions, hydraulic structure and culvert design, irrigation structure / canal design, preliminary / final design, stream restoration, environmental permitting, preparation of drainage memorandums and reports, utility plans, construction plans, stormwater management plans, specifications, cost estimates, and design support during construction. Mr. Fuentes is a member of the Association of State Floodplain Managers (ASFPM), and the Colorado Association of Stormwater and Floodplain Managers (CASFM).

Education

BS, Civil Engineering
Technology,
Colorado State University -
Pueblo

Years' Experience

47 Years

Registrations and Certifications

Professional Engineer:
CO, AZ

Town of Johnstown, CO - Country Acres/Hillsboro Ditch Drainage Mitigation

Hydraulics Lead: The project was initiated in response to severe flooding on Sandra Drive following summer storms in 2023, which caused significant damage to residential basements. Benesch provided comprehensive flood mitigation services, including consultations with homeowners, development of a drainage master plan, detailed hydrology and hydraulics (H&H) assessments, enhancements to storm sewer systems, design of detention ponds, and establishment of a regional storm system outfall to the Little Thompson River. The project also involved collaboration with subconsultants for surveys, subsurface utility exploration, and right-of-way services, as well as coordination with the Hillsborough Ditch Company and other stakeholders. Tom Fuentes served as a key team member, contributing his expertise in H&H and floodplain management to the successful delivery of the project.

City of Centennial, CO - Arapahoe Road Side Paths

Hydraulics Lead: Benesch was selected to lead the design of the Arapahoe Road Side Paths project. This federally funded project will install new infill sidewalk along Arapahoe Road between Peoria Street and Parker Road. Additionally, a new concrete fence will be designed to replace an old wooden fence, and existing non-compliant curb ramps will be replaced and new curb ramps will be installed where needed. Critical issues include mitigating ROW impacts, managing drainage and integrating necessary WQ features, and coordinating with a significant number of stakeholders and affected property owners. Benesch will leverage its expertise in ADA regulations and design, its significant history delivering CDOT LA projects, and its structural design expertise to deliver the project.

Town of Castle Rock, CO - Crowfoot Valley Road Widening

Drainage Project Engineer: Benesch provided essential services for the Town of Castle Rock's 0.75-mile Crowfoot Valley Road widening project, including environmental assessment, traffic analysis and roadway design. Environmental work by Pinyon identified potential hazards, while Benesch's traffic analysis informed turn lane and signal design. A conceptual design addressed ROW and utility impacts, and early signal design allowed or advance ordering of materials. Benesch also designed drainage systems and verified that existing water quality ponds were adequate. Street lighting was designed to meet Town standards, ensuring efficient progress on the project.

Exhibit F

Dan Bechtold, PE, SE

Structural Engineering



Dan has dedicated 35 years to Benesch as a lead member of the bridge design teams. His portfolio includes many significant bridge projects throughout Colorado and a well-rounded background in structural design, from curved steel plate girder bridges to precast concrete girder bridges, timber bridges and more. Combined with his construction observation experience, he brings unique expertise in understanding constructability in the earliest phases of the project. He has been involved in the design of many types of bridge, including curved steel plate girder bridges, precast concrete girder bridges, timber bridges and a steel truss pedestrian bridge.

Education

MS, Civil Engineering
Colorado State University

BS, Civil Engineering
Colorado State University

Years' Experience

35 years

Registrations and Certifications

Professional Engineer:
CO, WY, IL

FHWA - NHI - 130092A -
Load
and Resistance Factor-Rating
for
Highway Bridges

Denver International Airport - Pena Boulevard (Picadilly to Jackson Gap)

Design Engineer: Mr. Bechtold produced design calculations and quantities for a pair of cast-in-place post-tensioned box girder bridges. The bridges have a 185-foot span. The bridges have transversely post-tensioned decks to reduce long-term cracking. The bridges are supported by integral abutments to eliminate joints that tend to be a maintenance problem. Care was taken to make these bridges as durable as possible.

Denver International Airport - Access Control Plaza

Design Engineer: Mr. Bechtold designed the overhead canopies at the Access Control Plaza. He also followed the project through construction by reviewing submittals and shop drawings. He answered requests for information (RFIs) and assisted in reviewing change orders.

El Paso County - Ellicott Highway Bridge Replacement

Project Manager: Initially, the county engaged Benesch to assess options for a temporary railing on the bridge following the failure of its rail system. Subsequently, Benesch was entrusted with the design of a replacement bridge. The existing structure was found to be hydraulically inadequate, necessitating the elevation of the low-chord. Additionally, raising the roadway profile required the redesign of several intersecting driveways. The project presented complexities in hydraulic engineering, notably dealing with an upstream split flow condition. Despite these challenges, the project was successfully completed and opened to traffic in the fall of 2023.

Lockheed Martin Space Systems - Overload Study

Project Manager: Lockheed Martin required the transportation of an overweight payload through the northern Denver Metro area. To obtain the necessary overload permits, Lockheed Martin enlisted Benesch to conduct assessments on numerous bridges. Upon finalizing the route, Benesch evaluated fourteen bridges spanning Thornton, Westminster, Commerce City and Denver. The comprehensive analysis provided assurance to these municipalities that the heavy payload could traverse city streets without causing damage to existing bridges and culverts.

Exhibit F



Paul Böer, PE, ENV SP

Envision & Sustainability

Paul is a structural engineer with transportation experience spanning multiple states including rural and heavily urban areas. Paul has worked with DOT's and state agencies, large cities like Chicago, small rural counties, and everything in between. This broad experience pairs well with his openness to new ideas. Mr. Böer takes great pride in being approachable and responsive and in delivering high-quality work on schedule.

Education

BS, Architectural Engineering, University of Oklahoma

MS, Civil Engineering, University of Oklahoma

Years' Experience

16 years

Registrations and Certifications

Professional Engineer: CO, OK, TX

Certified Envision Sustainability Professional: ENV SP

CDOT - I-25 Raton Pass Corridor, Exit 11

Lead Bridge Designer: Benesch provided engineering services for 13-miles of I-25 on Raton Pass from the New Mexico border to mile post 13 with interchanges at Exit 2, Exit 8 and Exit 11. Benesch provided the final design for the Exit 11 Interchange which incorporates roundabouts designed to accommodate oversized loads. The roadway design is innovative, using roundabouts on either side of the interstate highway and in close proximity to the proposed overpass bridge. Tall retaining walls were required to achieve project goals. Initially, CDOT planned to design the bridge but due to tight schedule constraints, they asked Benesch to take on that design as well. Maintaining the complicated roadway geometry on top of the bridge while keeping adequate clearance to the interstate highway was a key challenge for the bridge design.

Douglas County, CO - CR 105 Bridge Rehabilitation

Project Manager/Lead Structural Engineer: Douglas County received an Essential Repair Letter from CDOT and reached out to Benesch for expertise and guidance. The obvious work items are patching the wings, abutments, and exterior girders. However, Benesch also took a global view and provided recommendations to address the source of the deterioration. These include deck patching, replacing the overlay, sealing the curbs, and installing drains to catch and divert roadway runoff. Deck cores revealed significant chloride intrusion so galvanic anodes will be specified inside the deck patches.

CDOT - I-25 Raton Pass Corridor, Exit 11

Lead Bridge Designer: Benesch provided engineering services for 13-miles of I-25 on Raton Pass from the New Mexico border to mile post 13 with interchanges at Exit 2, Exit 8 and Exit 11. Benesch provided the final design for the Exit 11 Interchange which incorporates roundabouts designed to accommodate oversized loads. The roadway design is innovative, using roundabouts on either side of the interstate highway and in close proximity to the proposed overpass bridge. Tall retaining walls were required to achieve project goals. Initially, CDOT planned to design the bridge but due to tight schedule constraints, they asked Benesch to take on that design as well. Maintaining the complicated roadway geometry on top of the bridge while keeping adequate clearance to the interstate highway was a key challenge for the bridge design.



Exhibit F

Elizabeth Duvall, PE

Pavement Design

Elizabeth brings over 22 years of experience. Her responsibilities include project engineering and management for aviation projects at both civil and military airports, including planning, design and construction management services. Her responsibilities also include monitoring contract administration activities on aviation projects to ensure the quality of construction performed complies with the approved specifications. She plans, designs and manages various kinds of engineering projects, as well as, develops engineering plans, specifications and bid documents for Aviation projects. Project experience includes runways, taxiways, aprons, airfield lighting, NAVAIDs, fuel facilities, AWOS, hangars and terminal buildings. Elizabeth effectively communicates and coordinates with clients to deliver successful projects within budget.

Education

BS, Civil Engineering,
University of Kansas

MS, Engineering
Management,
Missouri University of
Science & Technology

Years' Experience

22 years

Registrations and Certifications

Professional Engineer: KS,
MO, IL, NE, SD

Butler Memorial Airport - Airfield Pavement Maintenance

Project Manager: Benesch completed design for an airfield pavement maintenance project consisting of crack seal and seal coat of the airport pavements. Benesch designed the removal and replacement of the rotating beacon. Both projects are currently in the award process.

Paul Vance Fredericktown Regional Airport (H88) - Taxiway Rehabilitation, Apron & Connecting Taxiway Reconstruction

Project Engineer/Manager: This project included reconfiguration of the main connecting taxiway from the apron to the runway to eliminate a hot spot and reconfiguration of the taxilanes from the apron down to the T-Hangars to reduce non-standard grades. Due to minimum runway to taxiway separations and existing conditions, this project also required FAA and MoDOT- Aviation coordination for preferred alternatives and a modification to standards for taxiway grades.

Kearney Regional Airport - Rehabilitate Taxiway A/Connecting Taxiways

Project Engineer: Liz was responsible for pavement designs and analyzed the existing pavement, geotechnical data and traffic mix data to formulate a preliminary project approach. In addition, Elizabeth provided final pavement design, contract documents and project specifications. She assisted with project quantities, cost estimates and quality check reviews during the design phase. The FAA funded AIP project was completed under an expedited design schedule and completed on time with minimal comments back from the FAA.

Lincoln Airport - Taxiway A and Taxiway K Rehabilitation

Project Engineer: Liz was responsible for trench drain design, pavement designs and analyzed the existing pavement, geotechnical data and traffic mix data. In addition, Liz provided final pavement design of COMFAA calculations, contract documents and project specifications. She assisted with project quantities, cost estimates and quality check reviews. During construction, she provided office support for field personnel, assisted with change orders, and reviewed shop drawing submittals.



Exhibit F

Matt Salek, PE

Roadway Design

Matt has 24 years of diverse roadway and traffic engineering experience encompassing major urban and rural roadway projects. He has experience in all major design components including geometric road design, roadside grading, ADA sidewalks and curb ramps, signing/striping/signals, construction phasing, storm sewer design, specifications and construction cost estimating. Matt's project experience includes urban and rural expressways, county road improvements, urban streets, transit centers and multi-use trails. He has experience in all major design components including geometric road design, roadside grading, ADA sidewalks and curb ramps, signing/striping signals, construction phasing, storm sewer design, specifications and construction cost estimating. Matt's software proficiency includes MicroStation, InRoads, AutoTurn and GuideSign.

Education

BS, Civil Engineering,
Colorado State University–
Fort Collins

Years' Experience

24 years

Registrations and Certifications

Professional Engineer: CO,
KS, ND

Jefferson County - Pierce Street Improvements

Project Manager: Benesch was selected by Jefferson County to design roadway, signal, bicycle and pedestrian improvements to Pierce Street between Coal Mine Avenue and Bowles Avenue. The project will replace four signals, resurface the road, add new bicycle lanes, replace a retaining wall, upgrade ADA curb ramps and add sidewalk where pedestrian connections are missing. Benesch's scope includes design, topo survey, ROW mapping, SUE investigation, geotechnical investigation, and final plan set development. A public meeting, engagement with Columbine High School administration and extensive utility coordination were conducted as well.

Boulder County - Coal Creek Drive at Community Ditch Bridge Replacement

Project Manager: Benesch is designing a replacement for a damaged timber bridge carrying Coal Creek Drive over Community Ditch near Superior. A 12-foot by 6-foot precast concrete box culvert is being chosen as the most suitable replacement. Because the culvert carries flow for the FRICO ditch company, close coordination has been conducted with FRICO and their reviewers to gain consensus on project elements and meeting their requirements. Benesch used Hydrology Suite hydraulic software to model the existing and proposed conditions.

Adams County, CO - Drew Dix Parkway Roundabout

Project Engineer: Benesch was tasked with designing a roundabout at I-25 Exit 104 to enhance operational efficiency and safety. The project encompassed the preparation of environmental documents, significant drainage upgrades to manage uncontrolled runoff, and the addition of lighting and sidewalk extensions. Key design elements included traffic analysis, geometric design, AutoTurn simulations, and construction phasing, alongside preliminary and final intersection layout designs. The scope also involved utility coordination, local agency meetings, and constructability reviews. To streamline efforts, Benesch collaborated with CDOT staff working on adjacent frontage road improvements, integrating the designs into a unified construction plan package.

Exhibit F

Michael Romero, PE

Traffic Engineering



Michael specializes in designing and coordinating signing, striping and traffic plans for a wide range of projects. He has led comprehensive efforts on mid-block crossings, bicycle lanes and roadway reconfigurations, demonstrating expertise from project conception to completion. Michael is skilled in managing construction closures, optimizing school-adjacent traffic and ensuring emergency access for firehouses. His ability to address complex challenges includes phasing neighborhood access and maintaining traffic flow on major roads.

Education

BS, Civil Engineering
University of Missouri -
Rolla

Years' Experience

17 years

Registrations and Certifications

Professional Engineer: CO

Institute of Transportation
Engineers
CO/WY Section/Mountain
District

City and County of Denver, CO - CO 88A (Federal Blvd) & W. Amherst Ave

Project Manager: Michael was responsible for all aspects of the project. This project included the removal of the existing span wire traffic signal, and the design of a high-intensity activated crosswalk beacon (HAWK). Updated ADA compliant curb ramps and enhanced signing and striping at the crosswalk were included. Limited ROW resulted in necessary real estate. Additional coordination with other area infrastructure projects was paramount.

Town of Castle Rock, CO - Crowfoot Valley Road Widening

Traffic Engineer: Benesch provided essential services for the Town of Castle Rock's 0.75-mile Crowfoot Valley Road widening project, including environmental assessment, traffic analysis and roadway design. Benesch also designed drainage systems and verified that existing water quality ponds were adequate. Michael led development of phasing plans, traffic control plans, signing plans, and striping plans.

City of Aurora, CO - Peoria Street over Sand Creek

Traffic Engineer: Benesch is providing professional engineering design services for the replacement of the Peoria Street bridge over Sand Creek in Aurora, Colorado. This project addresses a functionally obsolete bridge that narrows Peoria from six lanes to four and is prone to flooding, with substandard sidewalks and no connection to the Sand Creek Greenway Regional Trail. The project aims to improve travel operations, enhance connectivity for travelers, reduce greenhouse gas emissions, minimize injuries and crashes, and increase mobility for vulnerable populations.

Arapahoe County, CO - Intersection Improvements: Picadilly at Layton

Project Manager: Michael was responsible for all aspects of the project. Picadilly at Layton required the modification to all four medians of the intersection. Reducing the median lengths of the intersection eliminated the existing northbound/southbound opposing left overlapping conflict, while maintaining the reduction in access from Layton. An Opinion of Probable Cost was also provided to Arapahoe County for the construction of this project.



Exhibit F

Steve Hakes, PE

Bridge Design

Steve has 17 years' experience in the design and management of bridge and transportation projects. His design experience includes highway, heavy rail and pedestrian bridges as well as ancillary transportation structures. He also has experience in bridge inspection, repair, preventative maintenance and load ratings.

Education

MS, Civil Engineering
University of Utah

BS, Civil Engineering
Brigham Young University

Years' Experience

17 years

Registrations and Certifications

Professional Engineer: UT,
CO

FHWA-NHI-130056 - Safety
Inspection of In-Service
Bridges

FHWA - NHI - 130092A -
Load and Resistance Factor-
Rating for Highway Bridges

Colorado DOT - I-70 Seibert East Ph 2 and Stratton Spur (BPM)

Project Manager: This project includes preventative maintenance activities for two six-span cast-in-place slab on girder bridges along I-70 as part of a larger pavement reconstruction project. The work involves deck repair, new polyester concrete overlay, pier repairs, approach slab modifications, and other minor repairs and modifications. The work follows CDOT's standards for bridge preventative maintenance details and specifications. Benesch staff worked closely with Staff Bridge to develop the details and specifications for items that were outside standard practice, including the development of details to replace excessively corroded shear reinforcement in the pier cap.

Colorado DOT - Off-System Bridge Inspections

Project Manager: Since 1972, Benesch has performed qualifying bridge inspections for the State of Colorado off-system bridges. In 2021 Benesch was awarded another five-year contract to perform these inspections and will inspect approximately 950 structures a year. Steve manages a blended inspection team with Collins Engineers and Basis Partners. The inspection program has some robust reporting requirements and we've developed checklists and standards for our blended team to follow to ensure consistency in our work and to guide those less experienced with the off-system program. As part of this contract, Benesch is updating CDOT Colorado Coding Guide.

Colorado DOT - On-System Load Ratings

Project Manager: Benesch has a five-year contract with CDOT to perform load ratings for bridges on Colorado's highway system. This includes all types of structures on CDOT's systems; prestressed concrete, steel girder, cast-in-place concrete, post-tensioned, timber, concrete box culvert, etc. The ratings are performed in AASTHOWare BrR and follow CDOT Bridge Rating Manual. Through our close coordination with CDOT on each rating, we understand CDOT's preferences and modifications to the rating process that aren't currently incorporated into the Rating Manual. Steve is the project manager, scopes each task order and ensures the project stays on schedule and under budget.

Denver Regional Transportation District - Light Rail, Commuter Rail, Freight and Pedestrian Bridge Inspections

Project Manager: Steve managed a five-year \$2.0 million contract to inspect RTD's rail bridge, pedestrian bridge and tunnel inventory. The inspections included 86 structures on a bi-annual basis and 36 structures on an annual basis. Steve managed the bridge inspection team, coordinated permits and performed QC of the inspection reports. As critical findings were discovered, he worked with Benesch designers and RTD to develop repairs to keep the lines open and running.



Exhibit F

James Stahr, PE

Parking Facilities

James has extensive design experience through the 14 years of his engineering career. He has assisted on projects with designs for interstate interchanges, highway projects, county road improvements, urban street intersections and flood recovery. He has also contributed to other major design components including construction phasing, signing and striping plans, culvert drainage analysis and construction cost estimating. Mr. Stahr is seasoned in Bentley design software packages, while other projects have made him proficient in AutoCAD and Civil3D.

Education

MS, Civil Engineering
SUNY, University at Buffalo

BS, Civil Engineering SUNY,
University at Buffalo

Years' Experience

14 years

Registrations and Certifications

Professional Engineer: CO

CDOT - US 6 Atwood-Sterling

Designer: Benesch designed roadway and safety improvements on US 6 in and southwest of Sterling. James was the lead roadway design, conducting horizontal, vertical, and sideslope design, and utilizing ORD to 3D model the corridor.

City of Aurora, CO - High Line Canal Trail (Colfax Ave to I-70)

Benesch was selected by the City of Aurora to provide construction management and inspection and materials testing services for the High Line Canal Trail improvements project. The project consists of constructing a six-inch concrete trail from Colfax Avenue to I-70 along the High Line Canal as well as a two pedestrian bridges over I-70 and the High Line Canal, large MSE retaining walls, curb ramps and pedestrian signals, drainage improvements, and signing and lighting. Another unique feature on the project is the at-grade crossing of the existing UPRR tracks. The project involves federal funding and requires CDOT oversight and compliance with the Local Agency Manual.

CDOT - I-25 Raton Pass Corridor Project - Exit 11

Principal Designer: Benesch provided engineering services for 13-miles of I-25 on Raton Pass from the New Mexico border to mile post 13 with interchanges at Exit 2, Exit 8 and Exit 11. As Principal Designer, James provided roadway layout, turn movement verification, pedestrian accessibility, and project document management. He also coordinated with the drainage team to assist in the design of roadside grading including ditches, a detention pond and culverts. James also is responsible for generating the 3D model for all disciplines to use during design and supplement the plans for the contractor during construction, as well as, assisting with the traffic control plans, both during construction and designing the proposed final striping. Benesch was responsible for the final design of the Exit 11 Interchange which incorporates roundabouts designed to accommodate oversized loads. The roadway design is innovative, using roundabouts on either side of the interstate highway; facilitating significant heavy vehicle traffic to the port authority and fueling stations; and is in close proximity to the proposed overpass bridge. Tall retaining walls were required to achieve project goals. Initially, CDOT planned to design the bridge but due to tight schedule constraints, they asked Benesch to take on that design as well. Maintaining the complicated roadway geometry on top of the bridge while keeping adequate clearance to the interstate highway was a key challenge for the bridge design.



Exhibit F

JJ Wierema, PE

Specifications & Cost Est.

JJ has a wealth of experience in project management across organizations including the Denver Department of Transportation and Infrastructure (DOTI), Central Federal Lands Highway Division (CFLHD), Colorado Department of Transportation (CDOT) and various counties and municipalities. His portfolio encompasses a diverse range of projects, spanning from design of local intersection enhancements to interstate interchanges. JJ's expertise encompasses multiple domains, notably preliminary roadway layout, corridor studies, grading, drainage and storm sewer design. In addition, he is experienced in roundabout design, stormwater management, water quality plans and final detailed roadway design, incorporating quantity and cost estimates. JJ utilizes a suite of software tools, including AutoCAD, Civil 3D, MicroStation, Inroads, and RODEL.

Education

Bachelor of Science in Civil Engineering, University of Colorado

Years' Experience

28 years

Registrations and Certifications

Professional Engineer: CO, CA, UT

City and County of Denver - Bike Facilities

QC/Engineer of Record: JJ designed bicycle facilities on ten different corridors around Denver, totaling 7.4 miles of roadway (almost 15 miles of bike lane). The design team conducted parking inventory studies on the corridors where the bike lane would replace on-street parking. In some cases, the design team evaluated the effect on traffic operations where the bike lanes would replace turn lanes or redundant through lanes. For each corridor, we developed typical sections, plans, details and tabulations which the city added to overlay projects.

City and County of Denver - S Marion St Pkwy Protected Bike Lanes and TOUCAN Signal

QC/ Engineer of Record: This project included the design of protected bicycle facilities in each direction of South Marion Street, from East Virginia Ave to East Bayaud Avenue, tying Washington Park to the Cherry Creek trail. In addition to the protected bike lane, the design team developed plans and specifications for a TOUCAN signal, ADA-compliant pedestrian push buttons and curb ramps at S Marion St Pkwy and E Virginia Ave. Coordinated with stakeholders including the apartment building manager, HOA, Steele Elementary School, the Park and Recreation Department and others. Conducted two public meetings.

CDOT - I-25 Raton Pass Wildlife Mitigation Study

Assistant Project Engineer: Benesch conducted a study on I-25 from the New Mexico state line to milepost 11 to identify and prioritize potential wildlife crossing locations. The Benesch team collaborated with CDOT, Colorado Parks and Wildlife, New Mexico DOT and New Mexico Department of Game and Fish, meeting with them on site, presenting information and seeking their input at key points in the process. We qualitatively considered 40 potential wildlife crossing locations, and screened them down to nine potential locations, each about a mile apart. The nine crossing locations were evaluated in a matrix and ranked from highest to lowest priority. The final report offers several options for implementing the projects, depending on the amount of funding available.



Exhibit F

Rachel Spicer, PE

Inspection

Rachel began her career as an EIT, gaining expertise in bridge inspection, load rating, design, falsework/shoring plans, and construction management. As a team leader, she coordinated local agency inspection and rating contracts and has managed multiple statewide DOT contracts, including the current CDOT off-system bridge inspection contract. Over the past three years, Rachel has excelled as the prime project manager, demonstrating strong leadership and technical skills. She collaborates with cross-functional teams to ensure high-quality outcomes and client satisfaction, focusing on efficiency and communication. Her comprehensive understanding of inspection data integration into asset management programs enhances her ability to manage inspections from municipal to complex state projects, ensuring compliance with standards and efficient service delivery for CDOT and local bridge owners. Rachel specializes in routine, elemental, non-redundant steel tension member (NSTM), emergency, and pin-and-hanger bridge inspections. Her expertise spans various structures, including simple and continuous steel beams, haunched slabs, prestressed beams, box culverts, arch culverts, and timber beams. She is proficient in managing inspections and load ratings for single and multi-span bridges, as well as trusses. Additionally, Rachel excels in designing falsework and shoring systems, with capabilities extending to bridge design and construction management.

Education

BS, Civil Engineering,
Kansas State University

Years' Experience

13 years

Registrations and Certifications

Professional Engineer:
CO, KS, NM, MO, WY, TX

Certified Team Leader:

- DOTs: CO, NE, KS, TX
- Dept. of Energy
- Denver Regional Transportation District
- U.S. Forest Service

NHI - Safety Inspection
of In-Service Bridges (and
refresher)

NHI - Fracture Critical
Inspection Techniques for
Steel Bridges

NHI - Scour at Highway
Bridges

NHI - Underwater Bridge
Inspection

NHI - Inspection of Ancillary
Highway Structures

CDOT - Statewide Ancillary & Minor Structural Inspections

Project Manager: Currently in the third year of a five year contract, Rachel has coordinated inspections and performed quality control reviews for several hundred CDOT on-system ancillary routine inspections. Coordination has included permitting, traffic control, equipment and staff scheduling, and owner communication. The work includes the inspection of over 3800 minor structures, including structures that have spans ranging from 4 feet to 20 feet. This includes box culverts, steel and aluminum plate arches, as well as CMP and RCP pipe culverts. The work also includes the inspection of over 1,200 ancillary structures including the signs and signals. Non-destructive testing was used to supplement visual inspections, including an ultrasonic testing device and a magnetic particle testing device when needed. Rachel managed budgets and schedules while establishing quality control standards to ensure the success of the inspection project.

CDOT - On-System Bridge Inspection

Inspector: Benesch is performing approximately 180 statewide routine and fracture critical inspections throughout the state of Colorado as part of the On-System program. As necessary, supplemental sketches, photos, plans, etc. will be prepared and included as part of the final report.

Denver Regional Transportation District - Pedestrian & Light Rail Bridge Inspections

Technical Manager/Team Leader: Ms. Spicer inspected light rail, commuter rail, heavy freight rail and pedestrian bridges for Denver's Regional Transportation District (RTD). Inspections on the seven rail lines included routine, element, fracture critical and ultrasound pin testing following FHWA, AREMA, FRA and ASNT standards. A final presentation on all projects was made to RTD after each task order.



Exhibit F

Geoffrey Thiesse, PE

Electrical Design

Geoff brings extensive lighting and traffic signal design experience to the Benesch Team. From traffic signals on complex urban intersections to aesthetic bridge lighting, Mr. Thiesse brings his knowledge state-of-the-industry electrical engineering techniques to projects. He works with his team and the client from preliminary design to final design to ensure successful project completion and client satisfaction.

Education

BS, Electrical Engineering,
Northern Illinois University

Years' Experience

23 years

Registrations and Certifications

Professional Engineer: FL,
GA, IA, IL, KS, MA, MI,
NC, NE, TN, MO, CT

SAVE VE Module I

National Council Examiners
Engineering & Survey
(NCEES)

Lincoln Airport Authority - RW 18/36, Design

QC/Project Engineer: This project includes the complete replacement of the existing High Intensity Runway-edge Lighting (HIRL) system on primary Runway 18/36. The new system includes the incorporation of new quartz HIRLS. Benesch assisted the Lincoln Airport with coordinating the need to replace the entire system due to the current five-foot pavement edge offset and the non-standard spacing of the lights from one end of the runway to the other. Originally, the project was to just replace lighting equipment only on existing light bases, but after further coordination during design, the LAA and FAA opted to replace the entire system at the correct edge offset and with corrected spacing down the runway. The project also includes the incorporation of a new PC-based Airport Lighting Control Monitoring System (ALCMS). The upgrades will require work to be completed in the East Vault, West Vault, Northeast Vault, Operations Building and ATCT. The existing air-blown fiber optic system, previously designed by Benesch, was utilized to create the communication links between the East Vault, West Vault, Northeast Vault, Operations Building, and ATCT. The air-blown fiber system infrastructure allows the airport to create these communication links very economically by simply blowing in new fibers. In addition to the ALCMS upgrades, the LAA is planning to replace two regulators for the RW 18/36 HIRL system. Benesch also designed the replacement 250kW diesel emergency generator, automatic transfer switch, electrical distribution panels, transformer and LED lighting to upgrade outdated equipment in the West Vault. The project design incorporates four main construction phases, one being a separate phase to complete new light base can construction in the Runway/Runway intersection of the two main runways at LNK (RW 14/32 and RW 18/36). The intersection work is being completed at night in order to keep one main runway operational at all times. Additional project components included underground duct bank and manhole design as part of the miscellaneous electrical improvements. Mr. Thiesse was responsible for the assisted in the plan preparation as well as the quality control review of the contract documents.

Kearney Reginal Airport (EAR) - Terminal Parking & Access Road Rehabilitation, Design

Lead Electrical Engineer: Benesch was responsible for design, bidding, construction observation and material testing services. The design included several different parking lot and access road layout options, phasing to allow airport users continual access to the terminal building and vehicle parking adjacent to the terminal building, and overhead lighting design to enhance nighttime safety for airport users. Geoff provided photometric and voltage drop calculations for the parking lot lighting associated with the parking lot expansion at Kearney Regional Airport. Geoff also provided the electrical design for the replacement of the existing beacon fixture and pole to a new tip-down pole with LED beacon fixture, as well as the airside apron lighting due to concerns raised due to the dim nature of the existing fixture.

Exhibit F

**Jillian Mauer****Environmental Project Manager | NEPA Lead****AREAS OF EXPERTISE**

Project Management
Environmental Compliance
Environmental Permitting
NEPA Documentation
Hazardous Materials
Asbestos-Containing
Materials
Stormwater Management
Biological Resources
Public Involvement

YEARS EXPERIENCE

17

YEARS WITH PINYON

13

EDUCATION

BA, Environmental Studies;
Emphasis in Natural Science,
Connecticut College

TRAININGS & CERTIFICATIONS

40 Hour OSHA HAZWOPER, 8-
hour Refresher, Colorado

CDOT Transportation Erosion
Control Supervisor (TECS)

CPR/AED Training

38-Hour USACE Wetland
Delineation Training

FACWet CDOT Training

PROFESSIONAL ORGANIZATIONS Design
Build Institute of America

PROFESSIONAL EXPERIENCE

Jillian Mauer has more than 17 years of experience specializing in environmental permitting and National Environmental Policy Act (NEPA) documentation for roadway, transit, and aviation projects. She has extensive experience managing Categorical Exclusion (CatEx) projects and numerous Environmental Assessment for large scale projects. Jillian has both managed and completed technical evaluations for NEPA-related resources, including hazardous materials, Section 4(f) and (f), historic, biological, and wetlands/waters. It is through this interdisciplinary experience that she excels in environmental permitting, agency coordination, impact analysis and mitigation, and the management of projects from planning to project delivery and construction. Her experience in environmental management extends through the design and construction phases for multiple alternative delivery projects, for both the developer team and as the owner's representative.

PROJECT EXPERIENCE

Peña Boulevard Design Build | Denver International Airport (DEN) | Denver, Colorado. Pinyon was responsible for ensuring environmental compliance and providing construction support services, including on-site inspections and coordination with the Project team. Additionally, the Pinyon Team completed an Envision Gap Analyses, drafted the documentation for numerous Envision credits, and developed a lessons learned memorandum as this was the airports' first application of Envision to a project. Jillian developed environmental compliance management plans and coordinated with resource personnel to complete necessary technical documentation.

National Western Redevelopment Project – Construction Management | Mayor's Office of the National Western Center | Denver, Colorado. Jillian served as the Environmental Compliance Manager for the Horizontal Integrated Contractor. Jillian collaborated with the project team during extensive project phasing to implement an environmental compliance program from design through construction. Jillian oversaw compliance of key environmental requirements (e.g., stormwater, contaminated materials and RACS management, dewatering, biological resources). Jillian served as a key contact with regulatory agencies for permitting and worked closely with all levels of the project team for continued improvement of project environmental performance.

CatEx Documentation | Colorado Department of Transportation | Colorado. Jillian has served as the Environmental Project Manager for over 50 transportation improvement projects throughout the state. She has managed teams of multi-disciplinary personnel, completing fieldwork and documentation for specified technical resource areas (biological resources and wetlands, hazardous materials, recreational/Section4(f), and historic properties), and coordinated with consultant teams; local, state and federal agencies; and CDOT project managers.

Federal Boulevard Reconstruction EA | City and County of Denver | Denver, Colorado. Jillian completed documentation of the Federal Boulevard Reconstruction Project EA and Finding of No Significant Impacts (FONSI). She managed multi-disciplinary teams of specialists to complete technical analysis for various NEPA resources.

3222 South Vance Street, Suite 200, Lakewood, CO 80227

303.980.5200 p 303.980.0089 f



Jennifer Hale, ENV SP
Sustainability and Resilience/Envision Lead

AREAS OF EXPERTISE

Sustainability
Resilience
Sustainable Infrastructure
Environmental, Health, and
Safety Compliance
Community Outreach
Project Management
Site Remediation

YEARS EXPERIENCE

25

YEARS WITH PINYON

3.5

EDUCATION

BS, Ecology and
Evolutionary Biology,
University of Arizona

AA, General Studies,
Central Arizona College

TRAININGS &
CERTIFICATIONS

Certified Envision®
Sustainability Professional
(ENV SP) by the Institute
for Sustainable
Infrastructure

ISI Envision® Verifier

Natural Capitalism
Solutions, Sustainability
Leadership and
Implementation,
partnership with University
of Denver

ISO Lead Auditor

First Aid and CPR Trained

PROFESSIONAL EXPERIENCE

Jennifer is a results-driven sustainability professional with over 25 years of expertise in driving sustainable, resilient, and equitable infrastructure solutions for municipal and airport clients. As an Envision Sustainability Professional (ENV-SP) and ISI Verifier with deep expertise in the ISI Envision® Framework, she excels at leading multidisciplinary teams through structured facilitation to develop tailored sustainability and resilience strategies that align with each project’s unique needs. Jennifer’s strengths in systems thinking, strategic planning, and stakeholder collaboration enable her to deliver measurable performance outcomes that advance environmental stewardship, social equity, and long-term community well-being. Passionate about conservation, community education, and innovative infrastructure design, she has successfully guided more than a dozen Envision projects for the City and County of Denver, Adams County, and Denver International Airport, transforming complex challenges into impactful, future-ready solutions that elevate operational resilience and sustainable growth.

PROJECT EXPERIENCE

Sustainability and Resilience Specialist – Envision | Multiple Clients | Denver, Colorado.

Jennifer has led sustainability efforts on multiple transportation infrastructure projects, including planning, design, construction, and owner’s representative roles. She employs a phased, collaborative facilitation approach to identify project impacts, risks, innovations, and process improvements that enhance sustainable performance. Jennifer emphasizes lifecycle optimization and tailors the Envision framework to implement data-driven strategies that maximize long-term performance, community well-being, and environmental stewardship. Her expertise ensures projects not only meet but exceed sustainability and resilience goals, as demonstrated by DEN’s Runway 17L/35R project earning an Envision Silver Award and Runway 17L/35R Package 2 earning an Envision Verified Award under her leadership. Relevant project examples include:

Planning & Design

- DEN Runway 17L-35R Rehabilitation Project (Package 1) Envision Silver
- DEN Runway 17L-35R Rehabilitation Project (Package 2) Envision Verified
- DEN Design of Economy Parking Lot Pavement Rehabilitation (Phase 1)
- DEN Taxiway F, G, and H Panel Rehabilitation
- DEN Runway 7-25 Pavement Rehabilitation
- City and County of Denver (CCD) 48th Avenue Outfall
- CCD Buchtel/University Multi Modal Neighborhood Safer Streets
- CCD Colfax Avenue Bus Rapid Transit

Construction

- DEN West Gates Deicing Waste Pond Expansion
- DEN Runway 17L-35R Rehabilitation Project (Package 1) Envision Silver
- DEN Pena Blvd Phase 1B – Jackson Gap
- DEN Runway 17L-35R Wildlife Hazard Mitigation Phase 2
- DEN Taxiway CN and West Extension
- DEN South Worldport Lot
- CCD East Colfax Bus Rapid Transit (BRT) Owners Representative Team - Envision Silver

■ 3222 South Vance Street, Suite 200, Lakewood, CO 80227 ■
303.980.5200 p ■ 303.980.0089 f


Yeh and Associates, Inc.

Geotechnical • Geological • Construction Services

Robert F. LaForce, PE
Senior Materials Manager


Education

BS, Chemistry, Louisiana State University, Baton Rouge, 1970

Registrations

 Professional Engineer:
 Colorado No. 19192

Special Knowledge

Member of Expert Task Group for SHRP Contract A-002, Asphalt Binders

Binder Subcommittee Co-chair of Rocky Mountain Asphalt User Group

Chairman of NCHRP Panel 9-12 and panel member for NCHRP 9-25

Industry Tenure

Since 1971

Joined Yeh: 11/2004

Contact

 2000 Clay Street, Ste 200
 Denver, CO 80211
 303-781-9590
www.yeh-eng.com

Professional Experience

Mr. LaForce has 21 years with Yeh and Associates and 33 years of Colorado Department of Transportation (CDOT) experience of which the last 21 years were related to materials engineering and testing. He spent the last 6 years as Region 1 Materials Engineer overseeing project testing as well as supervising the preliminary engineering and pavement design of numerous projects on the Region Pavement System. His first 12 years with CDOT were spent with the CDOT Research Section investigating such varied areas as asphalt recycling and pavement performance, swelling soils studies, tunnel ventilation and numerous construction product and procedure evaluations. During his tenure with Yeh and Associates, he has performed numerous pavement designs as well as managing technicians on numerous construction projects for CDOT and commercial construction projects.

Relevant Work History

DEN, Pikes Peak Parking Lot, Denver International Airport, Denver, CO

Senior Materials Manager. Supervised geotechnical investigation and performed pavement design for complete reconstruction of the bus lanes and the concrete overlay of the asphalt pavement for this 65 acre parking lot. The \$19M project reconstructed the entire parking facility with new shelters, charging stations and improved customer service to DIA's largest lot.

DEN Landside Pavement Assessment, Denver International Airport, Denver, CO

Senior Materials Manager. Project included field evaluation for all landside pavement including Pena Blvd. Yeh established the current condition of the pavement using the "PAVER 7" method following ASTM pavement evaluation procedures.

DEN Level 5 North Roadway Expansion Joint Project, Denver International Airport, Denver, CO

Senior Materials Manager. Yeh conducted field investigation on the Level 5 Recirculation Road at the north end of the DEN terminal building at Denver International Airport.

CCD, 56th Avenue Design Build

Senior Materials Manager. Yeh provided geotechnical investigations to provide the most cost-effective pavement system and foundation recommendations for this widening and reconstruction project. The challenge was to design a pavement treatment that would leave the south curb in place while rehabilitating the eastbound driving lane which was in poor condition at the start while maintaining traffic on this heavily travelled commercial route.

CCD, Red Rocks Parking Lot and Pavement, Morrison, CO

Senior Materials Engineer. Yeh conducted a geotechnical investigation with evaluation of parking areas, pavement, building, pedestrian access bridge, and retaining walls. In addition, Yeh provided foundation recommendations for the Red Rocks maintenance building. The back wall of the building is a retaining wall stabilizing the roadway above the maintenance building.

COLORADO

DENVER | COLORADO SPRINGS | DURANGO | GLENWOOD SPRINGS | GRAND JUNCTION | GREELEY

CALIFORNIA

GROVER BEACH | VENTURA

Exhibit F



Hai Ming Lim, PE (Ming)



Education

MS Civil Engineering,
Specializing in
Geotechnical, University
of Oklahoma, 2005

BS Civil Engineering,
University of Oklahoma,
2000

Registrations

Professional Engineer:
Colorado (51650)
Oklahoma (21726)
Texas (125901)

With Company: 6 years

Professional Experience

Ming brings 26 years of civil and geotechnical engineering experience. He has provided services for multiple owners, consultants, contractors, municipalities, DOT and FHWA, with project scales ranging from small building development to large transportation projects. His areas of expertise include geotechnical exploration, in-situ testing, shallow and deep foundation engineering, soil structure interactions, earth retention structures (cast-in-place, MSE, soil nail, tangent and secant pile, soldier pile, sheet pile, shoring), slope stability and remediation, pavement engineering, forensic study, detention structures analyses, and construction engineering. Mr. Lim also has experience in team, resources and budget management, and client interactions.

Relevant Project Experience

Taxiway EE, Denver International Airport, CO, 2021-2023

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

Soil Nail Wall Repair, Denver International Airport, CO, 2021-2022

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

Southwest Airlines GUB and Cargo Buildings, Denver International Airport, CO

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

I-270 Critical Bridge Replacement Project, CDOT Region 1, CO

Project Manager and Geotechnical Lead for the replacement of the 8 critical bridges on I-270 corridor in Commerce City, Colorado. The bridge replacement will include roadway widening to improve the traffic flow and mobility of the corridor. The existing roadway and planned widening were located in a landfill area where continuous settlement was experienced since the corridor was constructed. Ming evaluated the available information, and provided inputs on landfill mitigation methods while considering the risk of roadway and structures movement, the cost, short and long term performance and impacts to the travel publics. These mitigation methods included ground improvement techniques such as stone columns, controlled modulus columns, grout injection, geogrid improvements of pavement structures, light weight fill and geofoam in the widening areas, flexible wall structures such as 2-stage walls and reinforced soil slope.

Exhibit F

**Firm:***105 West, Inc., 18 years***Years of Experience:***38***Percent Availability:***45%***Education:***BS Surveying Engineering
New Mexico State University***Registrations:***Registered Land Surveyor:*

<i>Colorado</i>	<i>34986</i>
<i>New Mexico</i>	<i>15705</i>
<i>Arizona</i>	<i>46463</i>
<i>Utah</i>	<i>7443719</i>

Robert C. Maestas, Lead Surveyor

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

Project Experience**Runway 8-26 Complex Pavement Rehabilitation, Denver, CO (DEN)**

Managed all surveying efforts including but not limited to establishing survey control using the current DEN datum, the establishment of survey control for 3-Dimensional scan of RW 8-26, planned out and coordinated topographic design surveys and oversaw the preparation of the Digital Terrain Model (DTM). Planned out the concrete panel replacement surveys and coordinated subsurface utility surveys & geotechnical borehole surveys. Prepared and compiled all tailgate safety meetings and provided all field surveying coordination/correspondence with aviation operations and airfield construction. The majority (90%) of the work performed on this contract was coordinated during daytime hours with the execution of field surveys taking place at night.

DEN Runway 16L-34R Survey Project, Denver, CO (DEN)

Managed all surveying activities relative to the replacement of specific pavement panels along Runway 16L-34R. 105 West, Inc. (105 West), performed the surveying utilizing DEN's network of National Geodetic Survey (NGS) control stations along with DEN's Low Distortion Projection (LDP). 105 West, utilized Primary Airport Control to set secondary control to perform all survey work. Using pre-determined pavement panel locations provided by the client, 105 West located specific pavement panel corners along Runway 16L-34R. The resulting coordinates were provided to the client for use in their design to rehabilitate said panels.

Pikes Peak Parking Lot, Denver, CO (DEN)

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

United Airlines Hangar Rehabilitation, Denver, CO (DEN)

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

Exhibit F

**REGISTRATIONS**

Professional Land Surveyor,
CO #38351

EDUCATION

BS, Surveying and Mapping,
Metropolitan State University
of Denver, 2009

EXPERIENCE

4 years at HCL
25 years in industry

AFFILIATIONS

Professional Land Surveyors
of Colorado Central Chapter,
Member

Jon Spirk, PLS

Senior Survey Project Manager

Jon has been a Professional Land Surveyor since 2003, his expertise includes Public Land Survey System (PLSS) boundary surveys, route surveys, topographic surveys, and ROW plan creation. He has extensive field and office experience and is proficient with office and field calculations. Jon is proficient in solving complex boundary discrepancies and writing property descriptions. He is also proficient with records research in various Colorado counties. Jon is knowledgeable about the City and County of Denver's Site Development Plan Processes, subdivisions, range points, encroachments, and dedications.

Relevant Experience**DEN ADA Parking 2022 Accessibility Improvements (TO #1) | Denver, CO**

Survey Project Manager. Provided survey management for ADA parking improvements at the East and West Terminal Parking Garages at DEN. HCL's scope included setting survey control on the DEN Low Distortion Projection in the parking garages along travel paths and topographic survey of the ramps and drive lanes. Jon assisted in the conceptual survey control layout throughout the garages and coordinated with DEN Survey Section to ensure accurate data was collected in the field and depicted well enough for the design engineers to re-design parking stalls that were ADA compliant. We also provided detailed surveys for the design of new ramps and accessible drop-off zones to meet ADA standards.

BCON Xcel Transformer Relocation (DEN On Call A & E Design) | Denver, CO

Survey Project Manager. Provided Topographic Survey and Subsurface Utility Engineering services for relocating 18 transformers from Concourse B at five subcores. The survey team prepared a topographic survey and utility locates for the relocation of 18 transformers from the Concourse B basement to the apron level, in compliance with DEN Survey Section requirements. Relocating the transformers to the apron minimized safety hazards associated with vault maintenance and enabled Xcel to install new transformers, enhancing overall power reliability.

DEN ZUTE ARFF Generator Replacement | Denver, CO

Project Manager. Led the field and office staff for the survey control and topographic mapping for the ZUTE ARFF Generator project. HCL provided comprehensive design survey services, including setting survey control on the DEN Low Distortion Projection, and utility locating services. The project scope involved the design and replacement of outdated diesel and natural gas generators with updated backup systems during power outages for DEN antennas.

Air Methods at Centennial Airport | Englewood, CO

Survey Project Manager. Topographic design survey around the building that had negative drainage back into the building. The scope included verifying above ground features, detailed building outline, retaining walls, handicap ramps, stairs, curb, gutter and first floor elevations at the entry ways around the building.

Southwest Airlines Buildings | Denver, CO

Survey Project Manager. Provided survey office support for processing of the topographic survey data collected in the field. HCL provided comprehensive design survey services, including setting survey control on the DEN Low Distortion Projection, and utility locating services.

United Airlines Flight Training Center Building I, H and F | Denver, CO

Survey Project Manager. Provided a topographic survey, utility locates, and site development plan to support the expansion of the United Airlines Flight Training Center, including Building H, Building F, a new pedestrian bridge, a 153,000-square-foot training facility, and a 3,000-square-foot maintenance building. This high-profile project was a design-build delivery method, with HCL's civil, structural, survey, and SUE teams collaborating closely with the contractor and design team to achieve schedule milestones. HCL also leveraged its experience and established relationships with the City and County of Denver and Denver Water to streamline the design and permitting processes.

Exhibit F

**REGISTRATIONS**

Professional Engineer, CO
#40270

EDUCATION

BS, Civil Engineering
Technology, Southern
Polytechnic State University,
2002

EXPERIENCE

8 years at HCL
29 years in industry

Kim Martin, PE**SUE Project Manager / Sr. Civil Project Engineer**

Kim has more than 28 years of experience in the civil engineering and surveying fields. She worked as a surveyor for the Geodetic Survey Squadron/Defense Mapping Agency for the U.S. Air Force, and performed lot and boundary surveys for civilian land surveying companies. She has more than 17 years of civil engineering and design experience. Her resume includes multiple projects at Denver International Airport, single-family, multi-family, commercial sites, state and county highway projects, and industrial power plants. Her expertise includes roadway alignment and profile design; roadway corridor design; roadway intersection design; street improvements including curb, gutter, ramps, and sidewalks; overall site, detailed grading, and earthworks; detention pond design; storm and sanitary sewer layout; waterline design; and GESC/SWMP plan preparation.

Relevant Experience**DEN Pikes Peak Parking Restoration, Phase II | Denver, CO**

SUE Project Manager. Overseeing subsurface utility engineering plans and verifying the underground utility locates to eliminate conflicts with the proposed design. HCL provided design survey services and Subsurface Utility Engineering (SUE) services for the DEN Pikes Peak Restoration Phase 2 project. The project scope included design and verification of all asphalt paved areas not included and constructed previously in Phase 1. The project involved the rehabilitation of the southern section of the Pikes Peak parking lot. All work was designed to meet FAA standards and procedures.

DEN Level 5A Roadway Rehabilitation | Denver, CO

SUE Project Engineer. Provided SUE portion of the roadway rehabilitation project. HCL was selected to provide the SUE and surveying services to support the final design of the Level 5A Roadway Rehab project at Denver International Airport. The Level 5A Roadway was the access and frontage road that is on the south side of the Airport Office Building. HCL contacted the various Utility Owners with facilities located within the project limits as shown on the UNCC positive response documents. Contacting a combination of private (DEN GIS) and public (Denver Water and Xcel) utility owners was required to obtain the necessary maps and utility information to accurately depict the existing underground utilities.

75th & Gun Club Site Readiness | Denver, CO

SUE Project Manager. Included design survey services and Subsurface Utility Engineering (SUE) plans as well as test hole excavations to verify underground utilities to eliminate design conflicts. The DEN 75th and Gun Club Site Readiness Project was a proposed development of a site for a gas and convenience store. The operations were to feature electrical vehicle charging, fresh food options, curated local offerings, solar technology, efficient water systems, and an elevated building design with a roof deck for airplane and mountain viewing. DEN's responsibility for site readiness required utility connections to the limits of the site, reconfiguring an existing drainage swale, and ensuring adequate vehicular access.

DEN Taxiway CN West Extension | Denver, CO

SUE Engineer. Responsible for a custom scope that provided QL-B information within the project limits and QL-C within and adjacent construction site. HCL coordinated with DEN GIS department to best represent the ambiguous location of the De-icing water recovery system.

DEN Security Guard House Replacement | Denver, CO

Project Manager for a guard house project at DEN. The airport wanted to replace three existing guard houses located at Gates 1, 4, and 5 to provide the security personnel with a more updated and comfortable work environment. HCL coordinated with DEN, RS&H (the architect), and other subconsultants to provide civil design for the three gate locations around the airport. The scope involved updating the guard house locations and layout to accommodate up-to-date mechanical and security equipment, as well as a concrete island design for the new guard house footprint. The scope also included entrance and exit lane re-alignment, striping, and new utility connections.

Central 70 | Denver, CO

Project Manager. Managed a 1.2 billion dollar CDOT design-build highway project located along the I-70 corridor. The project involved coordination between the consultants for the pre-design survey and utility relocations working with WSP and Jacobs Engineering. The scope was to design the water and sanitary sewer lines that were to be relocated as a result of the new highway design. Constant organization was necessary to coordinate the design between all of the existing and proposed underground utilities and infrastructure, such as sanitary sewer, water, storm sewer, and telecommunications, as well as coordination and approval of the local municipalities and agencies.

Exhibit F



EDUCATION

BS Civil Engineering
Colorado School of Mines

REGISTRATIONS & TRAININGS

EIT Engineer in Training
ACEC Mid-level Leaders, 2024-2025
UESI Utility Investigation School, 2022

EXPERIENCE

Total years of experience: 4
Total years with current firm: 3

AVAILABILITY

% available: 40%

MARINA HANSEN, EI

UTILITY LEAD

Marina provides utility design and coordination for transportation and public infrastructure projects in Colorado. She develops AutoCAD and ORD deliverables that are consistent with CCD, RTD, CDOT and local agency standards for utility, traffic control, and other civil plans. She verifies utility information through a combination of record review and cross-examination with utility owners, leveraging her relationships and institutional knowledge. She excels at design loops, ensuring early coordination between different projects in the same area, preventing surprises during construction. Marina facilitates interactive and solution-oriented design meetings, communicating complex design information to stakeholders with varying levels of engineering/construction understanding. Focus on timing and communication ensures that all teams are aligned, optimizing project flow.

SELECT PROJECT EXPERIENCE

East Colfax Bus Rapid Transit | Denver & Adams County, CO

Client: City and County of Denver, City of Aurora
Marina led the SUE investigations and final utility relocation design to resolve conflicts for 8.6 miles of a BRT corridor in Denver and Aurora. The project required extensive coordination with private fiber companies, Xcel Energy, Denver Water, and DOTI infrastructure with proposed green infrastructure, traffic signals, drainage, and station platform elements. The project shifted to CMGC delivery and is currently under construction, phased into five distinct segments over four years. Goodbee’s PDS support includes immediate review of RFIs, submittals, and new utility install review.
Once construction is completed the BRT service will include a dedicated transit lane in each direction and provide 32 new and enhanced transit stations, service amenities, improved pedestrian and bike connections, and placemaking opportunities.

US 6 Wadsworth Interchange | Jefferson County, CO

Client: CDOT Region 1
Since the original interchange at US 6 (also known as 6th Avenue) and Wadsworth Boulevard was constructed in the 1950s, the Denver Metro Area has seen explosive population growth, resulting in an increase in crashes and congestion across the region. CDOT began planning efforts to improve this interchange more than 15 years ago after determining the interchange was no longer able to meet existing and future transportation needs. Marina is leading the utility effort on this complex project, divided into five design/construction phases. Marina led the development of the SUE plan and report including 200 QLA test holes. She is facilitating over 240 utility relocations or adjustments with Comcast, Lumen, Verizon, Zayo, Xcel electric and gas, CMWC, and City of Lakewood sanitary sewer. She has led the development of utility relocation plans, project special provisions, and utility coordination letters for DOR, FOR, and AD submittals. Goodbee is also developing SWMP.

Marina Hansen



Exhibit F

**Matt Nutter, P.E.***Vice President/Principal*

Matt has 26 years of experience in the design and construction of airport expansion and rehabilitation projects. His experience and responsibilities have included resource allocation, technical oversight, client coordination, quality control, and staff development. Most of his career has been spent working on capital improvement projects at airports in Colorado, Wyoming, Utah, Indiana, Tennessee, Louisiana, and Texas, providing him a strong understanding of the challenges and opportunities associated with delivering aviation projects in multiple states and regions. He has prepared design documents and provided resident engineering services for runways, taxiways, aprons, lighting systems, storm drainage facilities, and landside upgrades. He has also been involved as the owner's representative at Denver International Airport as a Design and Construction Project Manager as well as a Program Manager overseeing airfield design teams.

EDUCATION

B.S., Civil Engineering,
Michigan State
University

REGISTRATIONS

Professional Engineer:
CO, TX

**YEARS OF
EXPERIENCE**

26 Years

**LENGTH OF
EMPLOYMENT WITH
AERIS**

June 2025 - Present

PROJECT EXPERIENCE

*Aviation (*Projects completed under previous company)*

***Concourse B East - UAL Regional Gate Reconfiguration**

Denver International Airport - Denver, CO

Project Director who was responsible oversight and QC of the development of the storm drainage design, airfield pavement markings, temporary pavement markings, erosion control plans and permitting, demolition plans, plans preparation, quantity calculations, and technical specifications. Work includes the reconfiguration of gates B80-B94 to accommodate larger E175 aircraft.

***United Airlines Remote Apron Parking Pad**

Denver International Airport – Denver, CO

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

***Runway 16L-34R Rehabilitation**

Denver International Airport – Denver, CO

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

***Taxiway F & G Pavement, Lighting and Safety Area Rehabilitation**

Denver International Airport – Denver, CO

DEN Design Project Manager developed the design scope requirements for the selected Designer of Record, developed and provided design criteria for the project, and reviewed design throughout design development at review milestones and provide technical comments and respond to any design RFI's. Aspects of this review and technical comments for this project included wet & dry utilities (storm, sanitary, communications, aircraft hydrant fueling vaults), shoulder grading design, and Taxiway electrical rehab and rerouting. Matt also led an extensive coordination effort in the development of project phasing to minimize operational impacts to Airlines accessing the airports 3 Westside Runways. Some of the stakeholders included in this coordination were Airlines, FAA ATCT, and DEN Planning Operations. **This project was highlighted at the 2019 ACC/AAAE Planning, Design and Construction Symposium as an example of effective communication, coordination and stakeholder engagement for design and construction.**

865 Albion Street, Suite 250-18, Denver, Colorado, 80220

aeriseng.com



JOHN CESSAR, PE

Project Manager

John has 19 years of experience in design, construction management, and quality control administration on improvements to airports and roadways. He serves as a senior project manager in the firm's Denver Airport Development Practice. He applies his broad knowledge base to large hub, regional, and general aviation airports, as well as military airfields, with more than 11 years of aviation programming, planning, design, and construction administration experience. He is well-versed in the requirements of FAA advisory circulars. His project experience includes airport capital improvement planning and programming, DBE programming and goal setting, runway/taxiway/apron rehabilitation and reconstruction (concrete and asphalt), airfield drainage, airfield electrical, airfield service roads, construction safety and phasing plans, and construction inspection and administration.

EDUCATION

BS, Civil Engineering,
University of Colorado
at Denver

REGISTRATIONS

Colorado, Registered
Professional Engineer,
No. 0045315

AFFILIATIONS

Colorado Airport Operators
Association

REPRESENTATIVE PROJECTS

DEN Concourse C East Expansion; Denver International Airport, Denver, CO | Project Engineer. This

project consisted of expanding Concourse C approximately 1200 feet to the east adding 16 gates. Civil work included designing approximately 42,000 SY of apron pavement and associated drainage elements. While with another firm, John led the design team producing plans, contract document and technical specifications. He anaged multidisciplinary team including subconsultants, overseeing grading, drainage, and structural elements of project.

Denver International Airport Additional Projects

- > Gate Apron Rehabilitation and Drainage Improvement Program
- > Runway 17L-35R Complex Pavement and Lighting Rehabilitation

Durango-La Plata County Airport, Durango, CO

- > Runway 3-21 Rehabilitation
- > Taxiway A Reconstruction
- > Air Carrier Apron Phase 1 & 2 Rehabilitation
- > South GA Apron Taxilane Rehabilitation
- > GSE Pavement Expansion
- > New Terminal Area Plan
- > Terminal Renovation & Expansion Phases 1A, 1B and 2
- > GA Hangar Taxilane Reconstruction

Pueblo Memorial Airport, Pueblo, CO

- > Commercial Aircraft Apron Reconstruction
- > Runway 8L-26R Rehabilitation
- > Runway 8R-26L Reconstruction & Taxiway Removal
- > Reconstruction of Apron Edge Taxiway E
- > East GA Apron Rehabilitation
- > Wildlife Perimeter Fence DB
- > SRE Acquisition
- > Taxilane Rehab and New Hangar
- > Airport Master Plan Update

Northern Colorado Regional Airport, Loveland, CO

- > Commercial Aircraft Apron Expansion and New Taxiway E
- > Runway 15-33 Widening
- > New Terminal Construction
- > Taxiway B & D and GA Taxilanes Design
- > New Fuel Farm Siting Analysis

PSHIA - Sky Harbor International Airport, Phoenix, AZ

- > Terminal 4 s1 Concourse Phase I and II

Prescott Regional Airport, Prescott, AZ

- > New Terminal Phase 2 Design
- > TW C Relocation Phase I and II

Mesa Gateway Airport, Mesa, AZ

- > Runway 12C-30C Reconstruction

DIBBLE

Exhibit F



MARIO MARICINI, PE

Senior Project Engineer + Inspector

Mario is a senior project engineer and his career reflects a broad experience in airport design and construction, encompassing airside facility improvements including runway and taxiway design to terminal/landside layout. Mario's career kicked off as a critical member of the Memphis International Airport's Program Management Team where he managed the construction of multi-million dollar building and pavement projects. Mario has worked with multiple in-state airports including Northern Colorado Regional Airport, Pueblo Memorial Airport, Durango-La Plata Airport Grand Junction Regional Airport, Steamboat Springs Airport, and Colorado Air and Space Port, to name a few. He thrives on developing innovative solutions to help each of his clients solve problems, big and small, at their airfields.

EDUCATION

BS, Civil Engineering, Michigan Technological University

REGISTRATIONS

Colorado, Registered Professional Engineer, No. 63192

AFFILIATIONS

Colorado Airport Operators Association

***Memphis International Airport (MEM) | Memphis, TN | Role: Assistant Project Manager and Project Manager**

- > Central Deice Facility
- > Airfield Maintenance and Operations Support Facility
- > Substation 5B and Jet Bridges
- > Consolidated Rental Car Facility

Northern Colorado Regional Airport | Loveland, CO | Project Engineer

- > Taxiway B&D and GA Taxilanes Rehab
- > Runway 15-33 Widening
- > General Aviation Taxilanes Rehabilitation
- > Fuel Farm Siting Analysis

Durango-La Plata County Airport | Durango, CO | Project Engineer

- > Runway 3 PAPI Replacement

Pueblo Memorial Airport | Pueblo, CO | Project Engineer

- > Runway 8R-26L Rehabilitation and Taxiway Removal
- > East Apron Rehab CA
- > Taxilane Rehab and New Hangar

La Junta Municipal Airport | La Junta, CO | Project Engineer

- > Runway 8-26 NAVAIDS

Salida Airport/Harriett Alexander Field | Salida, CO | Project Engineer

- > Taxiway A Extension

Central Colorado Regional Airport | Buena Vista, CO | Project Engineer

- > Apron Rehabilitation and Expansion

Fremont County Airport | Buena Vista, CO | Project Engineer

- > AWOS Replacement

Telluride Regional Airport | Telluride, CO | Project Engineer

- > South Side Development Phase I
- > Airfield Pavement Maintenance
- > Hangar 30 Project Owner Review

***Steamboat Springs Airport | Steamboat Springs, CO | Role: Project Manager**

- > Runway 14-32 Rehabilitation Construction
- > Terminal Area Improvements Design

***Grand Junction Regional Airport | Grand Junction, CO | Role: Project Engineer**

- > Runway 11-29 Replacement Program Management

***Colorado Air and Space Port | Adams County, CO | Role: Project Manager**

- > New Taxilane Design

***Spanish Peaks Airport | Huerfano County, CO | Role: Project Engineer**

- > Airfield Pavements Seal Coat

**Project experience with previous firm.*

Exhibit F



PROFESSIONAL BIO

Zack is a highly skilled electrical engineer with extensive expertise in design and construction administration. His proficiency spans power, lighting, and communications systems design, ensuring seamless integration of electrical solutions. In addition to performing design work and complex calculations for power distribution, lighting, and utility coordination, Zack serves as a key liaison, fostering strong collaboration with the design team. He oversees every aspect of the project—from scope development to schedule and budget management—ensuring efficient execution and successful outcomes.

RELEVANT EXPERIENCE

DENVER INTERNATIONAL AIRPORT

Runway 16R-34L Rehabilitation | Denver, Colorado
The rehabilitation of the Runway 16R-34L complex included airfield lighting replacement, replacement of constant current regulators (CCRs), and upgrades to resolve FAA Part 139 deficiencies. PK’s scope included upgrades and replacement of the existing Remote Input/Output rack and Runway Weather Information System (RWIS). The Remote I/O rack replacement included the existing loop detection enclosure, circuit selector switches, and communication enclosure rack. The RWIS system included existing rack mounted enclosures, rack mounted weather instruments, surface mounted runway sensors, and sub-surface sensor devices. Scope included design for the replacement of the existing medium voltage feeders for the system, DIU (Digital Interface Unit) fiber optic cables which loop around the east and west runways, and associated equipment located inside the taxiway WC Lighting Vault. Three new cameras were designed to be installed along the runway for observing existing weather conditions and incidents on the runway.

DENVER INTERNATIONAL AIRPORT

West Gates DIW Pond Expansion | Denver, Colorado
The intent of this project was to expand and relocate the west DIW system to accommodate for additional future demand created by the Concourse Expansion Program. This project included the installation of four 5.4-million-gallon pond cells and associated infrastructure, which allows for the collection, storage, and treatment of waste aircraft deicing fluid. PK was responsible for the electrical engineering and design on the project including field investigation; new electrical service for a new pump house; revision to two existing lift stations, a diversion structure, and a pond aeration pump; power and lighting on the pump house; pumping equipment; conduit and wire for the SCADA system; and minor site lighting at the DIW pads/ponds. The construction value is \$65 million.

DENVER INTERNATIONAL AIRPORT

Security Guardhouse Replacements | Denver, Colorado
This project involved the removal of the existing guardhouse at three airfield entry/exit gates and subsequent addition of a new 360 sq ft structure at each site. PK was responsible for the design of electrical power, lighting, lighting controls, and grounding systems. Two new network switches were designed for each building with new fixed position, PTZ, and 360° cameras. PK worked closely with DEN to ensure each camera was positioned correctly and entry/exit gates were covered with a fixed position camera. New card readers and dual-height pedestals will be located at entry and exit gates and new gate controls were also designed.



EMPLOYMENT
PK Electrical, Inc.
Senior Electrical Design Engineer
2016 - Present

EDUCATION
B.S. Electrical Engineering
Texas Tech University
2005

PROFESSIONAL EXPERIENCE
18 Years

PROFESSIONAL LICENSES
CO, 0055627
NV, 025819

AFFILIATIONS
National Fire Protection Association,
Member

International Association of Electrical
Inspectors, Member



Reno, NV | Denver, CO | St. Louis, MO
www.pkelectrical.com

**VISIONS ACHIEVED.
COMMUNITIES EMPOWERED.**

Exhibit F



HAYDEN SCHMIDT
ELECTRICAL DESIGNER

PROFESSIONAL BIO

Hayden started his career in the field as an electrician, spending eight years working on commercial and electrical projects after which he transitioned into electrical design. His years of experience in electrical installation are beneficial when designing his projects, as he can anticipate issues in the construction phase and provide solutions before the plans go to bid. His skills include quality control, switches, wiring diagrams, safety standards and procedures, circuit breakers, testing and metering, blueprints, schematics, specifications, phasing, layout and installation planning, and leadership. Hayden is licensed as a Journeyman Inside Wireman, and maintains a working knowledge of National Electric Code.

RELEVANT EXPERIENCE

DENVER INTERNATIONAL AIRPORT

Materials Management Renovation | Denver, Colorado
Awarded through the Architectural and Engineering On-Call, this project provides professional services for the renovation of the Materials Management space at DEN. The renovation will create approximately 6,000 sq ft of office space, split between a new ground-floor addition and a lofted upper level. The layout will include 16 cubicles, six private offices, a breakroom, conference room, and restrooms. In addition, the 600 sf fleet supply area will include a huddle room, new warehouse supervisor and fleet counter, and a new break/locker room. The renovation addresses current code deficiencies and insufficient space for staffing needs. PK's scope includes electrical, technology/low voltage, and fire alarm design. Electrical design includes demolition, panel relocation, new circuiting, power for new HVAC and plumbing system, energy code-compliant lighting, and egress lighting modifications. Technology and low voltage systems will cover data/voice, access control, and CCTV. All work will comply with DEN DSM standards. The estimated construction value is \$3 million.

DENVER INTERNATIONAL AIRPORT

Airport Legal Services AABD AOB Reconfiguration Project | Denver, Colorado
This project was for the reconfiguration of the Airport Legal Services space in the Airport Office Building to create additional private office space for the legal team. PK's scope included design of new lighting, lighting controls, circuiting from existing electrical panels, and review/modification of the emergency egress lighting. Scope also included technology and low voltage systems design of data/voice, security access and control, CCTV, fire alarm, and ECS systems. Design was completed in compliance with the DEN Design Standards Manual (DSM).

DENVER INTERNATIONAL AIRPORT

Great Hall/Jeppesen Terminal Tenant Relocations | Denver, Colorado
This project involved relocating multiple spaces, including Southwest (1,455 sq ft, Level 5), Ground Transportation (1,100 sq ft), Currency Exchange (400 sq ft), and the QA Room (580 sq ft). On Level 4 North Terminal E, relocations included HSS (938 sq ft), Denver Police Department (778 sq ft), GCM/ART (1,666 sq ft), and Provenzano (1,088 sq ft). PK provided electrical power, lighting, and low voltage/communications design. Scope included site Investigation/field verification, demolition drawings, circuiting, panel schedules, load calculations, data/voice, security access control, intrusion detection, CCTV, PA, CATV, FIDS, master clock, ECS systems, and fire alarm.

EMPLOYMENT

PK Electrical, Inc.
Electrical Designer
2022 - Present

EDUCATION

Denver Joint Electrical Apprentice
Training Committee, Inside Wireman
Certificate, May 2020

PROFESSIONAL EXPERIENCE

11 Years

PROFESSIONAL REGISTRATIONS

Colorado Journeyman Inside Wireman
JW.3001813



Reno, NV | Denver, CO | St. Louis, MO
www.pkelectrical.com

**VISIONS ACHIEVED.
COMMUNITIES EMPOWERED.**

Exhibit F



ALFONSO VARGAS IV, P.E., LEED AP, PMP *Project Management / Construction Management Leader*



Alfonso has 20 years of civil engineering experience focused on design and construction activities. As Shrewsberry’s PM/CM Leader he is focused on building a best in class team of project managers and inspectors. He is a successful project management professional and is a demonstrated leader in 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.

EDUCATION	YEARS OF EXPERIENCE TOTAL: 20 WITH SHREWSBERRY: 7
B.S., Civil Engineering, Purdue University	PROJECT EXPERIENCE
REGISTRATIONS	Integrated Project Management and Support Services City of Aurora Public Works – Aurora, CO Alfonso has been the Contract Manager for the City of Aurora’s IPMSS. Supporting the project team providing project management support across several projects. Supporting project managers in all phases (define, design, build, closeout).
Professional Engineer CO, MO	Integrated Project Management and Support Services Design, Engineering, and Construction (DEC) – Denver, CO As Senior Project Manager for Denver International Airport, Alfonso is counted on to lead and train project managers new to DEN, and 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. Consults with managers, elected officials, 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.
CERTIFICATIONS	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. 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. 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. 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. Prepares and monitors the budget for project planning, design, regulatory, and /or construction phases, recommends project budget needs for annual appropriations, and ensure project deliverables stay on-time, on-target and on-budget. Interacts with utility companies, city agencies/departments, and other governmental agencies to obtain necessary permits and clearances and to ensure regulatory compliance. Matrix manages and/or coordinates and directs the work of consultants and related personnel who have been assigned responsibility for various projects and/or portions of a project and defines and manages the overall change control processes and quality assurance aspects of the project to ensure project success.
Project Management Professional Certification	
LEED Accredited Professional	
CDOT Transportation Erosion Control Supervisor Certification	
ASHE Health Care Construction Certification	
Six Sigma Black Belt Certification	
Unites States Army Corps of Engineers (USACE) Construction Quality Man- agement for Contractors	
OSHA 10-Hour	
OSHA 30- Hour	
HAZWOPER 40- Hour	
First Aid, CPR and AED	
CDOT Basic Highway Math, Plans Reading, and Construction Surveying	

Exhibit F



DAKOTA CHAUNCEY, P.E.

Project Manager



Dakota has eight years of design and construction experience with aviation, ranging from local commuter airports to large international airports. He has experience in complicated designs with multiple phases and subphases of work, ensuring construction safety while maintaining optimal taxiway availability. Over the course of his career, Dakota has created construction safety phasing plan (CSPP) sheets, designed temporary and permanent markings, modeled soil disposal areas for excess soil, contributed exhibits for meetings with the Federal Aviation Administration (FAA), and presented design coordination topics with clients.

EDUCATION	YEARS OF EXPERIENCE TOTAL: 8 WITH SHREWSBERRY: 2
B.A., Family Consumer Sciences Education, Johnson & Wales University B.S., Civil Engineering, University of Colorado Denver M.S., Transportation Engineering, University of Colorado Denver	PROJECT EXPERIENCE Runway 18L-36R Rehabilitation Dallas Fort Worth International Airport – Dallas, TX Dakota was a Project Manager for the 18L runway where he led a team of professionals to deliver a multiphase complex project. The project included identifying demolition of full depth concrete pavement, mill over asphalt shoulders, mill of concrete panels for an asphalt overlay, and removal of markings leading into the work area. Dakota and his team also developed the electrical layout plan for the runway and connector taxiways, including locations for future proposed connections to align with the current design manual. In addition to developing all the markings for the runway and associated taxiways, Shrewsberry also designed temporary signage for construction safety. Central Ramp Expansion Nashville International Airport – Nashville, TN Dakota was a Lead Designer for this project. The project included an encapsulation of a stream with endangered crawfish. After encapsulation, over 60 feet of fill was brought in to allow expansion of the apron area. Dakota and his team successfully delivered the erosion and sediment control plans by modifying the areas into multiple sub-groups following to a sediment trap. The team coordinated with the prime contractor, airport, and local ordinances to ensure all stakeholders concerns were accommodated and the project could be built successfully. Southwest Hard Stands Dallas Fort Worth International Airport – Dallas, TX As the Deputy Project Manager, Dakota designed the southwest hard stands project with temporary markings, permanent markings, temporary fencing, and permanent fencing plans. This project focused on building a new de-icing pad, de-icing support services, hardstands, and ground service equipment pavement. 19th Street Cargo Redevelopment Dallas Fort Worth International Airport – Dallas, TX As the Design Lead for this project, Dakota led the team in the creation of the construction safety phasing plans, the temporary markings, the permanent markings, the temporary fence, the permanent fence, and the demolition plans of a building. This multiphase design-build project required coordination from other engineering firms, architecture firms, utility firms, and the construction contractor. The project required creative problem solving to maintain access to a cargo ramp with only connector taxiway as well as a cargo hanger with only one connector taxiway. Shrewsberry delivered plans that met the needs of all stakeholders while maintaining a safe and secure construction site for contractor safety.
REGISTRATIONS	
Professional Engineer CO, TX	

Exhibit F



Jerry A. Mugg, PE

Vice President | Senior Transportation Planning Engineer

Jerry is a vice president and senior project manager who leads Hg Consult's Colorado practice. Throughout his career, Jerry has successfully served as the overall leader for multi-office transportation practices and has served as client service leader for several major clients. Jerry has successfully delivered several major programs and projects for transportation infrastructure owners, including both highway and transit agencies. He has successfully served as project director on several major highway/bridge design-build projects and program management assignments. He has also led and managed a wide variety of projects, including complex highway corridor planning and engineering design projects, major investment studies, environmental impact statements, toll feasibility studies, general engineering consultant services for toll agencies, major interchange design projects, and transit studies.

Project Experience

CO 7 Corridor (Brighton to Boulder) PE & Environmental Project

CDOT Region 1 & 4 – Brighton to Boulder, Colorado

Project Manager for a collaborative with CDOT R1 and R4 residencies for the development of a Corridor Development Plan (CDP) for the 25-mile emerging corridor. Hg led the implementation planning to identify project and environmental priorities for roadway widening, BRT, bicycle and pedestrian, traffic safety, and development coordination improvements. Working the Technical Advisory Committee, comprised of multiple agencies, transportation management organizations, and RTD, an overall plan was developed based on corridor goals and needs. Traffic and safety analyses, land use, environmental resource protections, and funding were collectively assessed for the plan's formulation. Following the CDP, Jerry is managing the assistance to CDOT and the TAC for the design and plan production, environmental planning, overall corridor coordination, TAC liaisons, Coalition coordination, budget and scheduling monitoring, and quality reviews. Jerry is managing overall corridor activities including technology deployment, agency and project communications, travel demand forecasting, and a bicycle treatment guide.

SH 12 (Highway of Legends Byway) Safety and PEL Study

CDOT Region 2, Walsenburg to Trinidad, Colorado

Project manager for a PEL Study and safety assessment of the Scenic Highway of Legends Byway (US 160 and SH 12) in CDOT Region 2. The study evaluated and identified safety-related improvements along the byway and the integration of a multi-use trail as part of the Colorado Front Range Trail and scenic-related pull-offs. The study entailed a safety assessment, environmental resources identification and assessments, development of study goals and purpose and need, development of improvement alternatives, cost estimates, project(s) recommendations, priorities, funding, public and agency involvement, and report documentation.



Education

Masters in Engineering Management, Kansas University, Progress

Bachelor of Science in Civil Engineering, University of Missouri-Rolla, 1986

Registration

Professional Engineer:
Kansas, Colorado

Professional Memberships

ACEC Colorado
WTS Colorado
Chi Epsilon
ARTBA Young Executive Leadership Alum

Industry Tenure

38 Years

Joined Hg Consult

2016



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

City and County of Denver
Denver International Airport

Proposer: Alfred Benesch & Company Date: September 18, 2025

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

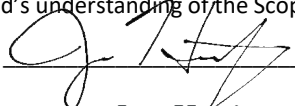
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: Addendum 1, 2, 3

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type or print name: Jess Hastings, PE

Proposer's Business Address: 7979 E. Tufts Avenue, Suite 800, Denver, CO 80237

E-mail address: jhastings@benesch.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Alfred Benesch & CompanyProposer Address: 7979 E. Tufts Avenue, Suite 800, Denver, CO 80237Phone: 303-771-6868 Fax 866-410-8678Email: jhastings@benesch.comFederal Identification Number: 36-2407363Principal in Charge (Name & Title): Jess Hastings, PE / SVP, Colorado Division ManagerProject Manager for this RFP (Name & Title): Molly McGuire, PE / Senior Project ManagerEqual Employment Opportunity Officer: Sandra Pond, SPHR

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

- Travelers Indemnity Company of America A++, XV
- Travelers Property Casualty Company of America • Charter Oak Fire Insurance Company A++, XV
- Phoenix Insurance Company A++, XV • Berkshire Hathaway Specialty Insurance Company, A++, XV

**Parent Company Information
(If Applicable)**Name of Company: Alfred Benesch & CompanyAddress: 35 West Wacker Drive, Suite 3300, Chicago, IL 60601Phone: 720-473-7560 Fax: 866-410-8678Contact Person: Bill Epp, PE, SE / West Regional Manager

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: Illinois

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):

N/A

References*(Provide three professional references below)*

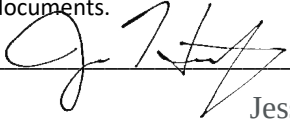
1. Company Name: Denver International Airport
Contact: Irene St. Martin, PE
Project Title: Numerous Landside Projects at DEN
Email: Irene.st.martin@flydenver.com
Phone Number: 970-405-3173

2. Company Name: Lincoln Airport Authority
Contact: Chad Lay
Project Title: Numerous Projects at the Lincoln Airport
Email: c.lay@lincolnaairport.com
Phone Number: 402-458-2403

3. Company Name: Denver International Airport
Contact: Bryan St. Marin, PE
Project Title: Jackson Gap Road Bridge Damage
Email: bryan.st.martin@flydenver.com
Phone Number: 303-342-4552

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.

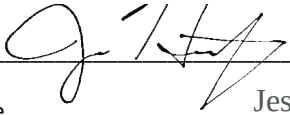
Signature  Title SVP / Colorado Division ManagerPrint Name Jess Hastings, PEDate September 18, 2025

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 Alfred Benesch & Company (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 SVP / Colorado Division Manager

Print Name Jess Hastings, PE

Date September 18, 2025

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

See following page for additional information

LITIGATION HISTORY

A detailed litigation history can be provided upon request. In summary, Benesch currently has three (3) open lawsuits:

- One suit stems from construction-related personal injury alleged to have been caused by errors or omissions and involves a limousine accident that occurred in a construction zone.
- One suit stems from trip and fall personal injury in an accessible parking area alleged to have been caused by errors or omissions on a project Benesch was engaged in in 2018 to provide civil site engineering.
- One suit stems from personal injury incident that occurred on June 10, 2023 on the bicycle path due to an alleged defect in the paving surface and/or expansion joint causing loss of a low-speed scooter's control and fall.

During the last ten (10) years Benesch has been involved in 31 lawsuits firm wide, which break down as follows:

- Seventeen stemmed from construction-related personal injuries. Four of these suits were resolved through direct negotiations, twelve during mediation or pre-trial settlement conference, and Benesch was dismissed from one of the suits.
- Six stemmed from construction-related property damage. Benesch was dismissed from two of the suits, and the other four were settled through mediation or direct negotiations.
- Six stemmed from alleged errors and omissions; Two of the lawsuits were filed by clients and originated within the companies acquired by Benesch; one suit was filed by a Benesch client; the remaining suits were filed by two contractors and a utility company. All six suits were settled through mediation or direct negotiations.
- One suit was filed by a client for indemnification related to an injury sustained by a user of a facility that had been built and was settled during mediation.
- One suit was a nuisance suit filed – and then abandoned – by the resident of a client for whom Benesch prepared a structural evaluation report that resulted in condemnation of the resident's property. Benesch and two of its employees were all dismissed from this case.