

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional 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 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:

Jacobs Engineering Group Inc.
7001 E Belleview Ave Suite 1000
Denver, CO 80237
ATTN: William VanHercke
Phone: 720-286-5246
Email: william.vanhercke@jacobs.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-202582714-00
JACOBS ENGINEERING GROUP INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202582714-00
JACOBS ENGINEERING GROUP INC.

By:  8AA40BA4A42F446...

Name: William VanHercke
(please print)

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

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (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

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-
- 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

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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: 202582714
Prime Consultant: Jacobs Engineering Group Inc.
Project Name: NA
Project Number: NA
MWBE/SBE/DBE Contractual Goal: 21%
Consultant Main Point of Contact (POC): Chad Picard, PE
Consultant Main POC Email Address: chad.picard@jacobs.com
Consultant Main POC Phone Number: 720-545-4001

Contract Point of Contact Signature

Chad Picard, PE

Contract Point of Contact Name

Date: 9/18/2025



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	Jacobs Engineering Group Inc.	Prime	2.35	0%
2	105 West Inc.	Sub	3.0803	3%
3	ACL Inc.	Sub	2.6	5%
4	Aeris Engineering LLC	Sub	2.4162	10%
5	Applied Pavement Technology Inc.	Sub	3.1625	5%
6	Canyon Engineering Group	Sub	2.8	4%
7	Geocal Inc.	Sub	3	6%
8	Group 14 Engineering PBC	Sub	3.2	5%
9	HCL Engineering & Surveying, LLC	Sub	3.228	10%
10	Hg Consult Inc.	Sub	3	10%
11	Kinetic Energy Services LLC	Sub	3	4%
12	Pinyon Environmental Engineering Resources Inc.	Sub	3.42	5%
13	PK Electrical Inc.	Sub	2.84	6%
14	Shrewsberry & Associates LLC	Sub	3.34	10%
15	Smoky Hill Engineering LLC	Sub	2.6595	6%
16	Terracon Consultants Inc.	Sub	3.25	6%
17	West Coast Civil Inc.	Sub	2.679	5%
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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	Jacobs Engineering Group Inc.	Prime	Administrative Support	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
2	Jacobs Engineering Group Inc.	Prime	Administrative Support	Level 2, Developmetal	\$ 51.06	2.35	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
3	Jacobs Engineering Group Inc.	Prime	Administrative Support	Level 3, Full Experience	\$ 59.57	2.35	\$ 140.00	\$ 144.20	\$ 148.53	\$ 152.98	\$ 157.57	\$ 162.30
4	Jacobs Engineering Group Inc.	Prime	Administrative Support	Level 4, Supervisory	\$ 68.09	2.35	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48
5	Jacobs Engineering Group Inc.	Prime	Administrative Support	Level 5, Managerial	\$ 76.60	2.35	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67
6	Jacobs Engineering Group Inc.	Prime	Architect	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
7	Jacobs Engineering Group Inc.	Prime	Architect	Level 2, Developmetal	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
8	Jacobs Engineering Group Inc.	Prime	Architect	Level 3, Full Experience	\$ 89.36	2.35	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36	\$ 243.45
9	Jacobs Engineering Group Inc.	Prime	Architect	Level 4, Supervisory	\$ 117.02	2.35	\$ 275.00	\$ 283.25	\$ 291.75	\$ 300.50	\$ 309.51	\$ 318.80
10	Jacobs Engineering Group Inc.	Prime	Architect	Level 5, Managerial	\$ 138.30	2.35	\$ 325.00	\$ 334.75	\$ 344.79	\$ 355.14	\$ 365.79	\$ 376.76
11	Jacobs Engineering Group Inc.	Prime	Chain/Rod Technical	Level 1, Entry	\$ 21.28	2.35	\$ 50.00	\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28	\$ 57.96
12	Jacobs Engineering Group Inc.	Prime	Chain/Rod Technical	Level 2, Developmetal	\$ 31.91	2.35	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95
13	Jacobs Engineering Group Inc.	Prime	Chain/Rod Technical	Level 3, Full Experience	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
14	Jacobs Engineering Group Inc.	Prime	Chain/Rod Technical	Level 4, Supervisory	\$ 53.19	2.35	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
15	Jacobs Engineering Group Inc.	Prime	Chain/Rod Technical	Level 5, Managerial	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
16	Jacobs Engineering Group Inc.	Prime	Construction Manager/Engineer	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
17	Jacobs Engineering Group Inc.	Prime	Construction Manager/Engineer	Level 2, Developmetal	\$ 51.06	2.35	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
18	Jacobs Engineering Group Inc.	Prime	Construction Manager/Engineer	Level 3, Full Experience	\$ 59.57	2.35	\$ 140.00	\$ 144.20	\$ 148.53	\$ 152.98	\$ 157.57	\$ 162.30
19	Jacobs Engineering Group Inc.	Prime	Construction Manager/Engineer	Level 4, Supervisory	\$ 68.09	2.35	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48
20	Jacobs Engineering Group Inc.	Prime	Construction Manager/Engineer	Level 5, Managerial	\$ 76.60	2.35	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67
21	Jacobs Engineering Group Inc.	Prime	Contract Administrator/Manager	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
22	Jacobs Engineering Group Inc.	Prime	Contract Administrator/Manager	Level 2, Developmetal	\$ 48.94	2.35	\$ 115.00	\$ 118.45	\$ 122.00	\$ 125.66	\$ 129.43	\$ 133.32
23	Jacobs Engineering Group Inc.	Prime	Contract Administrator/Manager	Level 3, Full Experience	\$ 55.32	2.35	\$ 130.00	\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32	\$ 150.71
24	Jacobs Engineering Group Inc.	Prime	Contract Administrator/Manager	Level 4, Supervisory	\$ 61.70	2.35	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20	\$ 168.09
25	Jacobs Engineering Group Inc.	Prime	Contract Administrator/Manager	Level 5, Managerial	\$ 68.09	2.35	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48
26	Jacobs Engineering Group Inc.	Prime	Cost/Estimating Engineer	Level 1, Entry	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
27	Jacobs Engineering Group Inc.	Prime	Cost/Estimating Engineer	Level 2, Developmetal	\$ 74.47	2.35	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
28	Jacobs Engineering Group Inc.	Prime	Cost/Estimating Engineer	Level 3, Full Experience	\$ 85.11	2.35	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85
29	Jacobs Engineering Group Inc.	Prime	Cost/Estimating Engineer	Level 4, Supervisory	\$ 97.87	2.35	\$ 230.00	\$ 236.90	\$ 244.01	\$ 251.33	\$ 258.87	\$ 266.63
30	Jacobs Engineering Group Inc.	Prime	Cost/Estimating Engineer	Level 5, Managerial	\$ 112.77	2.35	\$ 265.00	\$ 272.95	\$ 281.14	\$ 289.57	\$ 298.26	\$ 307.21
31	Jacobs Engineering Group Inc.	Prime	Data Analyst/Architect	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
32	Jacobs Engineering Group Inc.	Prime	Data Analyst/Architect	Level 2, Developmetal	\$ 53.19	2.35	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
33	Jacobs Engineering Group Inc.	Prime	Data Analyst/Architect	Level 3, Full Experience	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
34	Jacobs Engineering Group Inc.	Prime	Data Analyst/Architect	Level 4, Supervisory	\$ 74.47	2.35	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
35	Jacobs Engineering Group Inc.	Prime	Data Analyst/Architect	Level 5, Managerial	\$ 106.38	2.35	\$ 250.00	\$ 257.50	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82
36	Jacobs Engineering Group Inc.	Prime	Design/Construction Project Manager	Level 1, Entry	\$ 53.19	2.35	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
37	Jacobs Engineering Group Inc.	Prime	Design/Construction Project Manager	Level 2, Developmetal	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
38	Jacobs Engineering Group Inc.	Prime	Design/Construction Project Manager	Level 3, Full Experience	\$ 85.11	2.35	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85
39	Jacobs Engineering Group Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	\$ 121.28	2.35	\$ 285.00	\$ 293.55	\$ 302.36	\$ 311.43	\$ 320.77	\$ 330.39
40	Jacobs Engineering Group Inc.	Prime	Design/Construction Project Manager	Level 5, Managerial	\$ 148.94	2.35	\$ 350.00	\$ 360.50	\$ 371.32	\$ 382.45	\$ 393.93	\$ 405.75
41	Jacobs Engineering Group Inc.	Prime	Document Controller/Manager	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
42	Jacobs Engineering Group Inc.	Prime	Document Controller/Manager	Level 2, Developmetal	\$ 51.06	2.35	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
43	Jacobs Engineering Group Inc.	Prime	Document Controller/Manager	Level 3, Full Experience	\$ 59.57	2.35	\$ 140.00	\$ 144.20	\$ 148.53	\$ 152.98	\$ 157.57	\$ 162.30
44	Jacobs Engineering Group Inc.	Prime	Document Controller/Manager	Level 4, Supervisory	\$ 68.09	2.35	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48
45	Jacobs Engineering Group Inc.	Prime	Document Controller/Manager	Level 5, Managerial	\$ 76.60	2.35	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67
46	Jacobs Engineering Group Inc.	Prime	Engineer	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
47	Jacobs Engineering Group Inc.	Prime	Engineer	Level 2, Developmetal	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
48	Jacobs Engineering Group Inc.	Prime	Engineer	Level 3, Full Experience	\$ 89.36	2.35	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36	\$ 243.45
49	Jacobs Engineering Group Inc.	Prime	Engineer	Level 4, Supervisory	\$ 117.02	2.35	\$ 275.00	\$ 283.25	\$ 291.75	\$ 300.50	\$ 309.51	\$ 318.80
50	Jacobs Engineering Group Inc.	Prime	Engineer	Level 5, Managerial	\$ 138.30	2.35	\$ 325.00	\$ 334.75	\$ 344.79	\$ 355.14	\$ 365.79	\$ 376.76
51	Jacobs Engineering Group Inc.	Prime	Engineer Technician	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
52	Jacobs Engineering Group Inc.	Prime	Engineer Technician	Level 2, Developmetal	\$ 53.19	2.35	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
53	Jacobs Engineering Group Inc.	Prime	Engineer Technician	Level 3, Full Experience	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
54	Jacobs Engineering Group Inc.	Prime	Engineer Technician	Level 4, Supervisory	\$ 91.49	2.35	\$ 215.00	\$ 221.45	\$ 228.09	\$ 234.94	\$ 241.98	\$ 249.24
55	Jacobs Engineering Group Inc.	Prime	Engineer Technician	Level 5, Managerial	\$ 106.38	2.35	\$ 250.00	\$ 257.50	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82
56	Jacobs Engineering Group Inc.	Prime	Engineering/ Architect Specialist	Level 1, Entry	\$ 46.81	2.35	\$ 110.00	\$ 113.30	\$ 116.70	\$ 120.20	\$ 123.81	\$ 127.52
57	Jacobs Engineering Group Inc.	Prime	Engineering/ Architect Specialist	Level 2, Developmetal	\$ 57.45	2.35	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50
58	Jacobs Engineering Group Inc.	Prime	Engineering/ Architect Specialist	Level 3, Full Experience	\$ 70.21	2.35	\$ 165.00	\$ 169.95	\$ 175.05	\$ 180.30	\$ 185.71	\$ 191.28
59	Jacobs Engineering Group Inc.	Prime	Engineering/ Architect Specialist	Level 4, Supervisory	\$ 112.77	2.35	\$ 265.00	\$ 272.95	\$ 281.14	\$ 289.57	\$ 298.26	\$ 307.21
60	Jacobs Engineering Group Inc.	Prime	Engineering/ Architect Specialist	Level 5, Managerial	\$ 127.66	2.35	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78
61	Jacobs Engineering Group Inc.	Prime	Instrument Technician	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
62	Jacobs Engineering Group Inc.	Prime	Instrument Technician	Level 2, Developmetal	\$ 48.94	2.35	\$ 115.00	\$ 118.45	\$ 122.00	\$ 125.66	\$ 129.43	\$ 133.32
63	Jacobs Engineering Group Inc.	Prime	Instrument Technician	Level 3, Full Experience	\$ 53.19	2.35	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
64	Jacobs Engineering Group Inc.	Prime	Instrument Technician	Level 4, Supervisory	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
65	Jacobs Engineering Group Inc.	Prime	Instrument Technician	Level 5, Managerial	\$ 74.47	2.35	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
66	Jacobs Engineering Group Inc.	Prime	Internal Auditor	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
67	Jacobs Engineering Group Inc.	Prime	Internal Auditor	Level 2, Developmetal	\$ 51.06	2.35	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
68	Jacobs Engineering Group Inc.	Prime	Internal Auditor	Level 3, Full Experience	\$ 59.57	2.35	\$ 140.00	\$ 144.20	\$ 148.53	\$ 152.98	\$ 157.57	\$ 162.30
69	Jacobs Engineering Group Inc.	Prime	Internal Auditor	Level 4, Supervisory	\$ 68.09	2.35	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48
70	Jacobs Engineering Group Inc.	Prime	Internal Auditor	Level 5, Managerial	\$ 76.60	2.35	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67
71	Jacobs Engineering Group Inc.	Prime	Land Surveyor	Level 1, Entry	\$ 31.91	2.35	\$ 75.00	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95
72	Jacobs Engineering Group Inc.	Prime	Land Surveyor	Level 2, Developmetal	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
73	Jacobs Engineering Group Inc.	Prime	Land Surveyor	Level 3, Full Experience	\$ 53.19	2.35	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
74	Jacobs Engineering Group Inc.	Prime	Land Surveyor	Level 4, Supervisory	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
75	Jacobs Engineering Group Inc.	Prime	Land Surveyor	Level 5, Managerial	\$ 74.47	2.35	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
76	Jacobs Engineering Group Inc.	Prime	Landscape Architect	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
77	Jacobs Engineering Group Inc.	Prime	Landscape Architect	Level 2, Developmetal	\$ 53.19	2.35	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91
78	Jacobs Engineering Group Inc.	Prime	Landscape Architect	Level 3, Full Experience	\$ 63.83	2.35	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
79	Jacobs Engineering Group Inc.	Prime	Landscape Architect	Level 4, Supervisory	\$ 74.47	2.35	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
80	Jacobs Engineering Group Inc.	Prime	Landscape Architect	Level 5, Managerial	\$ 85.11	2.35	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85
81	Jacobs Engineering Group Inc.	Prime	Party Chief	Level 1, Entry	\$ 48.94	2.35	\$ 115.00	\$ 118.45	\$ 122.00	\$ 125.66	\$ 129.43	\$ 133.32
82	Jacobs Engineering Group Inc.	Prime	Party Chief	Level 2, Developmetal	\$ 55.32	2.35	\$ 130.00	\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32	\$ 150.71
83	Jacobs Engineering Group Inc.	Prime	Party Chief	Level 3, Full Experience	\$ 70.21	2.35	\$ 165.00	\$ 169.95	\$ 175.05	\$ 180.30	\$ 185.71	\$ 191.28
84	Jacobs Engineering Group Inc.	Prime	Party Chief	Level 4, Supervisory	\$ 78.72	2.35	\$ 185.00	\$ 190.55	\$ 196.27	\$ 202.15	\$ 208.22	\$ 214.47
85	Jacobs Engineering Group Inc.	Prime	Party Chief	Level 5, Managerial	\$ 85.11	2.35	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85
86	Jacobs Engineering Group Inc.	Prime	Scheduler	Level 1, Entry	\$ 42.55	2.35	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93
87	Jacobs Engineering Group Inc.	Prime	Scheduler	Level 2, Developmetal	\$ 51.06	2.35	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
88	Jacobs Engineering Group Inc.											

110	Group 14 Engineering PBC	Sub	Engineering/ Architect Specialist	Level 1, Entry	\$	40.61	3.20	\$	129.95	\$	133.85	\$	137.87	\$	142.00	\$	146.26	\$	150.65
111	Group 14 Engineering PBC	Sub	Engineering/ Architect Specialist	Level 5, Managerial	\$	82.31	3.20	\$	263.39	\$	271.29	\$	279.43	\$	287.82	\$	296.45	\$	305.34
112	HCL Engineering & Surveying, LLC	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$	60.57	3.23	\$	195.52	\$	201.39	\$	207.43	\$	213.65	\$	220.06	\$	226.66
113	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 5, Managerial	\$	80.51	3.23	\$	259.89	\$	267.68	\$	275.71	\$	283.98	\$	292.50	\$	301.28
114	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 3, Full Experience	\$	63.86	3.23	\$	206.14	\$	212.32	\$	218.69	\$	225.25	\$	232.01	\$	238.97
115	HCL Engineering & Surveying, LLC	Sub	Party Chief	Level 2, Developmetal	\$	51.45	3.23	\$	166.08	\$	171.06	\$	176.19	\$	181.48	\$	186.93	\$	192.53
116	Hg Consult Inc.	Sub	Engineer	Level 5, Managerial	\$	104.98	3.00	\$	314.94	\$	324.39	\$	334.12	\$	344.14	\$	354.47	\$	365.10
117	Hg Consult Inc.	Sub	Engineer	Level 3, Full Experience	\$	70.61	3.00	\$	211.83	\$	218.18	\$	224.73	\$	231.47	\$	238.42	\$	245.57
118	Hg Consult Inc.	Sub	Engineer	Level 1, Entry	\$	45.97	3.00	\$	137.91	\$	142.05	\$	146.31	\$	150.70	\$	155.22	\$	159.88
119	Hg Consult Inc.	Sub	Project Controls Engineer/Manager	Level 3, Full Experience	\$	50.56	3.00	\$	151.68	\$	156.23	\$	160.92	\$	165.74	\$	170.72	\$	175.84
120	Kinetic Energy Services LLC	Sub	Design/Construction Project Manager	Level 5, Managerial	\$	46.00	3.00	\$	138.00	\$	142.14	\$	146.40	\$	150.80	\$	155.32	\$	159.98
121	Pinyon Environmental Engineering Resources Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$	68.78	3.42	\$	235.23	\$	242.28	\$	249.55	\$	257.04	\$	264.75	\$	272.69
122	Pinyon Environmental Engineering Resources Inc.	Sub	Engineer	Level 3, Full Experience	\$	57.23	3.42	\$	195.73	\$	201.60	\$	207.65	\$	213.88	\$	220.29	\$	226.90
123	Pinyon Environmental Engineering Resources Inc.	Sub	Scientist	Level 3, Full Experience	\$	55.75	3.42	\$	190.67	\$	196.38	\$	202.28	\$	208.34	\$	214.60	\$	221.03
124	PK Electrical Inc.	Sub	Engineer	Level 4, Supervisory	\$	74.50	2.84	\$	211.58	\$	217.93	\$	224.47	\$	231.20	\$	238.14	\$	245.28
125	PK Electrical Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$	50.00	2.84	\$	142.00	\$	146.26	\$	150.65	\$	155.17	\$	159.82	\$	164.62
126	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
127	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
128	Smoky Hill Engineering LLC	Sub	Engineering/ Architect Specialist	Level 5, Managerial	\$	90.60	2.66	\$	240.95	\$	248.18	\$	255.62	\$	263.29	\$	271.19	\$	279.33
129	Smoky Hill Engineering LLC	Sub	Project Controls Engineer/Manager	Level 4, Supervisory	\$	48.00	2.66	\$	127.66	\$	131.49	\$	135.43	\$	139.49	\$	143.68	\$	147.99
130	Smoky Hill Engineering LLC	Sub	Engineer	Level 3, Full Experience	\$	54.00	2.66	\$	143.61	\$	147.92	\$	152.36	\$	156.93	\$	161.64	\$	166.49
131	Terracon Consultants Inc.	Sub	Engineer	Level 5, Managerial	\$	87.02	3.25	\$	282.82	\$	291.30	\$	300.04	\$	309.04	\$	318.31	\$	327.86
132	Terracon Consultants Inc.	Sub	Engineer	Level 4, Supervisory	\$	69.47	3.25	\$	225.78	\$	232.55	\$	239.53	\$	246.71	\$	254.11	\$	261.74
133	Terracon Consultants Inc.	Sub	Engineer	Level 3, Full Experience	\$	63.65	3.25	\$	206.86	\$	213.07	\$	219.46	\$	226.04	\$	232.83	\$	239.81
134	Terracon Consultants Inc.	Sub	Contract Administrator/Manager	Level 5, Managerial	\$	49.04	3.25	\$	159.38	\$	164.16	\$	169.09	\$	174.16	\$	179.38	\$	184.77
135	West Coast Civil Inc.	Sub	Engineer	Level 5, Managerial	\$	104.20	2.68	\$	279.15	\$	287.53	\$	296.15	\$	305.04	\$	314.19	\$	323.61
136	West Coast Civil Inc.	Sub	Engineer	Level 4, Supervisory	\$	75.54	2.68	\$	202.37	\$	208.44	\$	214.70	\$	221.14	\$	227.77	\$	234.60
137	West Coast Civil Inc.	Sub	Engineer	Level 3, Full Experience	\$	64.71	2.68	\$	173.36	\$	178.56	\$	183.92	\$	189.43	\$	195.12	\$	200.97
138	West Coast Civil Inc.	Sub	Engineer	Level 2, Developmetal	\$	44.24	2.68	\$	118.52	\$	122.07	\$	125.74	\$	129.51	\$	133.39	\$	137.40
139	West Coast Civil Inc.	Sub	Engineer	Level 1, Entry	\$	34.91	2.68	\$	93.52	\$	96.33	\$	99.22	\$	102.20	\$	105.26	\$	108.42
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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.

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

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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.

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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

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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

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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

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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

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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

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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.

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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

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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

2. DEN Equity, Diversity, & Inclusion Plan



Exhibit E

Jacobs recognizes the importance of providing meaningful opportunities for certified Minority and Women-Owned Business Enterprise (MWBE) firms, and we have been nationally recognized for leadership in mentoring and involving MWBE firms on our programs and projects. We know that building a competent, diverse, and sustainable workforce is good for the Jacobs team, Clients, and Community. Jacobs is aligned with the City and County of Denver's (CCD) Division of Small Business Opportunity (DSBO) mission to strengthen critical MWBE partnerships and expand opportunities to more MWBE companies.

MWBE Commitment

Jacobs will meet-or-exceed the 21% MWBE goals stated in the RFP.

Building an inclusive and diverse culture is a top priority to Jacobs, extending throughout our organization and our project teams. As a relationship-based company, we rely on our teaming partners to help support our clients' needs, and we understand the value they bring to your businesses. We are committed to business diversity and inclusion in our teaming and subcontracting opportunities. Our goal is to be as diverse as the communities and clients that we serve.

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

MWBE Coordinator and other Key Personnel.

Our key personnel are fully invested in the valuable MWBE partnerships we have built through shared project successes. Our key personnel include the following:



DSBO Coordinator: Kelly Harris, Kelly.Harris2@jacobs.com, 720.286.2924. Kelly is Jacobs' primary point of contact for MWBE coordination across multiple contracts that Jacobs holds with DEN. She will be in direct contact with our Project Manager and DSBO to manage the MWBE requirements for this contract. She is responsible for ensuring all reporting, letters of intent, and goals-vs.-achievements for the MWBE plan are accurately and promptly reported through the B2GNow system. She will provide updates for and attend monthly status meetings with DSBO. Kelly also works to ensure all items of the Article III of the Denver Revised Municipal Code (DRMC) Chapter 28, including prompt payment, are being strictly adhered to. Kelly brings 5+ years of experience in this role, serving in this role for Jacobs on six different DEN contracts Jacobs holds.



On-Call Contract Manager: Chad Picard, Chad.Picard@jacobs.com, 720.545.4001. Chad serves as the single point of contact for both DEN and our MWBE partners. He works with Kelly, the Project Manager, and our MWBE support team to match MWBE partner skillsets to the project needs. Chad ensures that a clear scope of work that provides meaningful work for our partners is included with each project. Throughout the project, the PM ensures that the MWBE Partners are staying engaged as anticipated by assigning mentors as needed to assist in the growth and development of our partners.



Controller / Principal-in-Charge: William "Bill" VanHercke / Vice President US West Aviation; William.VanHercke@Jacobs.com, 720.205.7694. Bill has ultimate authority with both DEN and our MWBE partners to sign contracts that commit the staff and partnerships to deliver each task order for DEN. He works with the MWBE firm principals to mentor them on best practices, ensures quality delivery, and maintains connections for current and future business opportunities. Bill provides honest and collaborative feedback to our partners so they can continue to grow and serve our clients with excellence. He also gets feedback on working with the Jacobs team, so Jacobs can be the best partner for these firms.

Exhibit E

A. Equity, Diversity and Inclusion Strategies

Jacobs' Key MWBE Personnel have discussed the skills required for the scope of this On-Call Agreement, coordinated with MWBE firms that match the capabilities, and identified the most appropriate qualified firms that also have the availability to deliver the scope of work within the required schedule (Exhibit EDI-1). Upon notification of being selected, we will work with each firm to optimize scopes of work and make sure that tasks and services are completed as economically as possible, while providing maximum opportunity for each team member. These MWBE firms will work as an extension of our staff, allowing our team to mentor these business partners and their employees in best practices for project quality control and assurance.

Exhibit EDI-1. Jacobs has Engaged the Following Subconsultant Partners

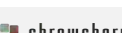
Project Partners	Current Certification	Scope of Work	Anticipated % based on Utilization Requirement	Anticipated Sub-Contract Timing
	DBE, MWBE, SBE	Topographic Survey	3	It is anticipated that all subcontracts will be executed within two (2) weeks of receiving an executed contract from DEN for the project.
	MWBE, SBE, EBE	Traffic Engineering & Control, Phasing Plans (TC)	5	
	DBE, MWBE, EBE, SBE	Geometry & Marking (Airside), Construction Schedule (Airside), Phasing Plans (CSPP)	10	
	N/A	Pavement Investigations	5	
	MWBE, SBE, EBE	Structural Engineering	4	
	DBE, MWBE, SBE	Geotechnical Engineering, Pavement Design	6	
	DBE, MWBE, SBE	Envision & Sustainability	5	
	DBE, MWBE, SBE	Topo Survey & SUE, Structural Engineering (Misc.), Roadway Design, Parking Facilities, Change Engineering (Landside)	10	
	MWBE, SBE	Roadway Design, Bridge Design, Parking Facilities, Construction Schedule (Landside), Site Observations, Change Engineering (Landside)	10	
	N/A	Utility Locating Services, SUE Services	4	
	N/A	Environmental Services	5	
	DBE, MWBE, SBE	Lighting & Signage (Airside), Lighting & ITS (Landside), Electrical Engineering, Electrical Transmission	6	
	ACDBE, DBE, MWBE, SBE	Site-Civil Design (Airside), Change Engineering (Airside)	10	
	MWBE, SBE, EBE	Site Observations, Testing, SUBs, & RFIs	6	
	N/A	Geotechnical Engineering	6	
	DBE, MWBE, SBE	Drainage (Hydrology & Hydraulics), DMP, SWMP, WQMP, MS4, Permitting (CCD)	5	

Exhibit E

Our key personnel continuously look for ways to increase participation of established and new MWBE partners. To facilitate this, Jacobs provides multiple opportunities a year for MWBE firms to get to know us and learn how they can work with us. This includes presenting at various panels and events, such as DEN's annual Meet the Primes event in December. We also host industry meet-and-greet events multiple times per year in Denver, most recently on March 5, 2025. At each outreach event, we discuss the work we are doing at DEN and the potential future programs we are hopeful of participating with DEN in the future. Afterwards, Bill sets up individual meetings with interested partners to discuss opportunities in a more intimate setting.

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

Our outreach program includes:

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

B. Technical Assistance & Support Services

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

As an example, Jacobs has established a prompt payment program where our partners get paid within 35 days of an invoice, as we fully understand the burden late payments can have on our small business partners. This program was instituted at Jacobs before the issuance of Article III of the Denver Revised Municipal Code (DRMC) Chapter 28. Our approach also involves coaching and guidance.

For our new-relationship MWBE partners, we work with their staff on administrative/contracting requirements, project delivery, and other concerns related to providing service to DEN.

Jacobs also supports our MWBE partners as a subconsultant for SBE Prime opportunities. Jacobs is a subconsultant currently to three different SBE primes at DEN, including 360 Engineering, SynEnergy, and Killebrew | Killebrew, Inc. Our team takes great pride in helping our SBE partners achieve their goals of priming contracts at DEN.

Jacobs has participated in the City and County of Denver's official Mentor-Protégé program for the last several years. In 2025, we are proud to mentor Ford Architects, mentoring Kathy Ford and her team on work at DEN and how to bring value to their offerings. We are currently teamed with Ford Architects on the flooring replacement program for the Concourses at DEN and will continue mentoring them throughout this project.

Jacobs also helps our entrepreneurial future small business leaders to establish their own unique firms and help gain accreditation through Denver's DSBO office and have recently supported new MWBE firms, Plane English, Walker Consulting, and Aeris Engineering, LLC. Jacobs worked extensively with the owners of both new MWBE firms to provide office structure, sales assistance, and accounting mentoring, and Jacobs has helped these two firms secure their first independent contract.

C. Procurement Process

As part of this RFP preparation, we have already started our procurement process with our MWBE partners. Chad, Kelly, and Bill have identified 16 teaming partners of which 12 are MWBE firms based on the expected scope of work and their history of excellence working with us on other DEN projects. On notice of award, Chad and Kelly request a formal scope and fee from these subconsultants to include and submit as part of our fee proposal. If required, Chad and Kelly negotiate with each subconsultant to address your comments. On your approval of the scope and fee, we initiate contracts with the subconsultants, providing contract terms for their review and comment prior to finalization. Part of our subcontracting process is to review our partners' safety performance and their insurance requirements, considering deviation requests as needed.

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

Exhibit E

Kelly is our lead for reporting our teams' accomplishments in the B2GNow system, completing monthly program audits, and serving as point of contact for issue communication and resolution. She monitors and confirms prompt payments to our MWBE partners to meet contractual requirements.

If we find we are unable to provide meaningful work to one of our planned MWBE partners, Chad and Kelly hold debrief sessions with the firm within one week of the determination to inform them as to why they were not engaged, providing honest and open feedback and ideas for future changes. Many times, the scope of work is simply not a match for their specialty service. If lack of selection is due to poor performance, we escalate the conversation to Bill, who meets with these partners to discuss areas for improvement required for future opportunities.

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

D. Communication and Proposer Management

Mentoring is a key part of Jacobs partnerships. This mentoring approach includes providing on-the-job training for MWBE firms for everything from initial proposal preparation, into contracting, through the design process, and finally through project closeout. We support our partners with their specific tasks by pairing MWBE staff with Jacobs staff to make sure they can efficiently complete the work they are assigned.

Upon contract award, Chad, the Task Order Project Manager, and his assigned team members will hold a kickoff meeting with each MWBE firm. We integrate each firm as if they were another Jacobs office providing support, as an equal and critical team partner. This meeting will focus on the expectations for the project scope, schedule, and budget, as well as the expectations of the MWBE firm. This enables us in understanding how to best assist them in meeting their business goals while providing an excellent quality deliverable to DEN. During project execution, regular meetings are held to make sure expectations are met and meaningful work is being given. If either Jacobs or DEN feels concerned with any aspect of our partners' delivery, we immediately begin our dispute resolution plan, which includes bringing in additional resources from Jacobs to support our MWBE firms. An example is on the DEN Concourse Expansion Program, where our MWBE partner Killebrew was given a very tight deadline for a change request. Their small staff could not handle all this work within the needed schedule, so Jacobs brought in experts to support their delivery while keeping them as the lead. Jacobs is committed to our partners and clients and will not let either fail.

Jacobs' Mentorship Culture

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

"We at Smoky Hill Engineering, LLC greatly appreciate your[Jacobs] mentorship and the teaming opportunities on the Denver International Airport - City & County of Denver Dept of Aviation. We look forward to many more opportunities to work together!"

– Demeke B. Ashebo, Ph.D., Smoky Hill Engineering

"My mentor/protégé experience with Jacobs has exceeded all expectations. The mentor/protégé program has given me value one-on-one access with DEN department leads, experience with DEN RFP responses, and expanded my network with MWBE/SBE consultants with aviation experience. We are grateful to continue our relationship with Jacobs and to soon begin a successful relationship with DEN."

– Kathy Ford, AIA, Ford Architects

Exhibit E

E. Past Performance

The success of our proven approach to diversity and inclusion in contracting with MWBE firms is demonstrated by our record of MWBE participation. We continue to meet and exceed our clients' MWBE participation goals while building long-term relationships with our MWBE partners. Most importantly, Jacobs has utilized MWBE firms at DEN to deliver over \$40 million in professional services to DEN across 12 different contracts. Jacobs is proud to have supported over 40 different MWBE firms in the delivery of these projects.

Jacobs routinely looks for mentor/protégé opportunities, and one of our biggest success stories is at DEN. Jacobs began partnering with Shrewsberry in 2012, and in 2020, they graduated from CCD's MWBE program, in large part because of our partnership with them. Shrewsberry has since reapplied and been approved as an MWBE firm in Denver, but their growth and strong history of delivery performance has been improved through mentoring by Jacobs key staff. Jacobs has also helped five different businesses establish offices in Denver and achieve their MWBE certification, as we are always looking to increase the diversity supplier base.

Additionally, as previously noted, Jacobs is currently under contract at DEN as a subconsultant to three different MWBE firms, as we have mentored them to be ready to prime and continue to support their growth initiatives.

Exhibit EDI-2 below is a summary of Jacobs recent and relevant achievements in relation to the MWBE goals. These achievements show that MWBE goals are not simply a "check the box" exercise for our team, but a meaningful way we can positively impact the communities we serve.

Exhibit EDI-2. Jacobs Recent MWBE Achievements at DEN

Project	MWBE Firms	Goal vs. Actual	Support/Technical Assistance
Airside/Landside On-Call Contract, Denver International Airport, CO	105 West, ACL Inc, EES, Geocal, Smoky Hill Engineering, PK Electrical, Trace Consulting	28% vs 28.7%	Survey, traffic control, geotechnical, Construction Support, electrical design, civil design
Airside On-Call, Denver International Airport, CO	105 West, Shrewsberry, Corey Electric, Diversified Underground, JF Sato, Lund Partnership	20% vs 25.8%	Survey, airfield civil, SUE, structural, erosion permitting
Great Hall PMO Support, Denver International Airport, CO	Civil Technology, CMTS, Hahn Integrated Systems, Summit Street Group (non-MWBE and not counted in goal or actual)	20% vs 28% (as of 7/31/25)	Program controls, mentoring, workforce expansion, site safety management, quality management, ORAT support
Great Hall QA/SI Support, Denver International Airport, CO	Civil Technology, Shrewsberry, LS Gallegos, Metrix IQ, Walker Solutions	20% vs 64% (as of 7/31/25)	Mentoring, workforce expansion, quality management, inspection support, Special Inspection mentoring
TSA Recap/BHS Modernization QA/SI Support, Denver International Airport, CO	Shrewsberry, LS Gallegos, Metrix	20% vs 39% (as of 7/31/25)	Quality management, inspection support, Special Inspection mentoring
Concourse Expansion Program, Denver International Airport, CO	360 Engineering, Castillo Architects, Entitlement and Engineering Solutions, Gallun Snow, Group 14, Killebrew Killebrew, PK Electrical, San Engineering	18% vs 20.6%	Mentoring, workforce expansion, quality management

Bid Navigator

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



We will also leverage our connections with national and local minority and women contracting associations. In Colorado, we maintain memberships in the Women in Transportation Seminar (WTS), Hispanic Contractors of Colorado (HCC), Association of General Contractors (AGC), Conference of Minority Transportation Officials (COMTO), and others. Nationally, we support the American Minority Advisory Council (AMAC) and were given a prestigious corporate excellence award in 2023. These memberships will support our outreach and efforts to maximize participation opportunities for MWBE firms.

Exhibit E

F. Proposer's Culture

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



Members of our TogetherBeyond groups volunteering for Scholars Unlimited, a community involvement event.

Photos below of the Scholars Unlimited building bridges with the volunteers.





TogetherBeyondSM

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

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

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

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

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

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

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

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

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

Exhibit E

In December 2023, the Denver office of Jacobs was honored as the **Corporation of the Year** by the Martin Luther King Jr. Foundation. This award shows that beyond Jacobs corporate culture, the Denver-based team at Jacobs is acting on our values to enhance diversity, inclusion, and equity both internally and within the communities we serve.

In addition to the MLK award, the following certifications and recognitions demonstrate our commitment to diversity and inclusion:

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



G. Future Initiatives

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

Amplify a culture of belonging. Expand beyond our conscious inclusion program, training the full 60,000-person global workforce in Bystander Intervention.

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

Contribute to structural change in the broader society.

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

Equity, Diversity, and Inclusion Efforts in the Denver Community

We focus on putting our values into practice. Around the world, our people support a strong culture of partnership and cross-collaboration, helping to raise awareness and integrate Science, Technology, Engineering, Arts, and Mathematics (STEAM) education into their activities to make a positive difference in our local communities and develop the talent force of the future in our industry. We launched Jacobs-funded time for STEAM activities and our employees tracked more than 17,000 STEAM hours, tracked since 2021, on- and off-company time. In Denver, we are continuing to partner with nearby schools to provide STEAM programming during 2024.

Jacobs charitable activities:

- ✓ \$10.9M in donation since 2020
- ✓ 3,300+ charities supported
- ✓ 17,000 STEAM volunteer hours
- ✓ 68,000 volunteer hours tracked
- ✓ 15,000+ community activities



Jacobs attended the DEN Business Development Training Academy Graduation Ceremony in support of MWBE subconsultants that completed the courses.

Exhibit E



Jacobs is also a sponsor of the Colorado Association of Black Professional Engineers Society (CABPES). The organization encourages and assists African Americans and other underrepresented minority youth in the pursuit and attainment of career choices in science, technology,

engineering, and mathematics professions. President of CABPES, Dewey Brigham, is a former employee of Jacobs/CH2M and remains a close advisor to Jacobs' Denver-based team. For CABPES, Jacobs has provided over 300 hours of volunteering hours. Tutoring subjects include Math Enrichment classes, SAT/ACT College Preparation, Future City Competition, Junior Engineers and Tomorrow's Scientists (JETS) Civil Engineering Class, JETS Architecture Class, and various other field trips.

Jacobs has been an active participant in Conference of Minority Transportation Officials (COMTO and the Colorado Association of Black Professional Engineers and Scientists (CABPES), donating over \$50,000 to these organizations since 2020.

The Jacobs OneWorld Employee Network led an effort under the U.S. West TogetherBeyond Council, to create a scholarship fund for low-income and students of color in the U.S. West. We raised a total of \$22,237, exceeding our target of \$21,000, through two campaigns: Company Charitable Donations and Giving Opportunities Campaign. Two Colorado organizations were selected including the Red Rocks Community College (Lakewood) and Girls Inc. of Metro Denver.

Our Prism Employee Network for Lesbian, Gay, Bisexual, Transgender, Intersex people and their allies (LGBTI+); has been active in the **Colorado Pride Network of the Rockies**, a group that connects LGBTQ+ Employee Resource Groups across Colorado. We have also regularly supported **The Center on Colfax**, and we have participated in a dozen other activities this year including sponsoring **PrideFest 2021**, including providing a team of 24 runners in the 5K run. Through **Inside Out** in Colorado Springs, we are planning to hold job search workshops for young adults, and we will hold resume review workshops at the Tri-institutional Auraria Campus, Jacobs sponsored **The Center on Colfax's** 45th anniversary celebrating "The Art of Community", featuring the works of local artists who pay homage to LGBTQ+ icons (September 2021). As a Stonewall Sponsor (\$10,000), Jacobs employees (20) at all levels of the organization attended the event. We were successful in raising an additional \$10,000 at the events auction.





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

REQUEST FOR PROPOSAL

202580614

On-Call Infrastructure Design

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I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City'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

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

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 Acknowledgement 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 _____

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:



**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:
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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.

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

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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.

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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

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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

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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.

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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

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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

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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.

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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

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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

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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.

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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

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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

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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

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

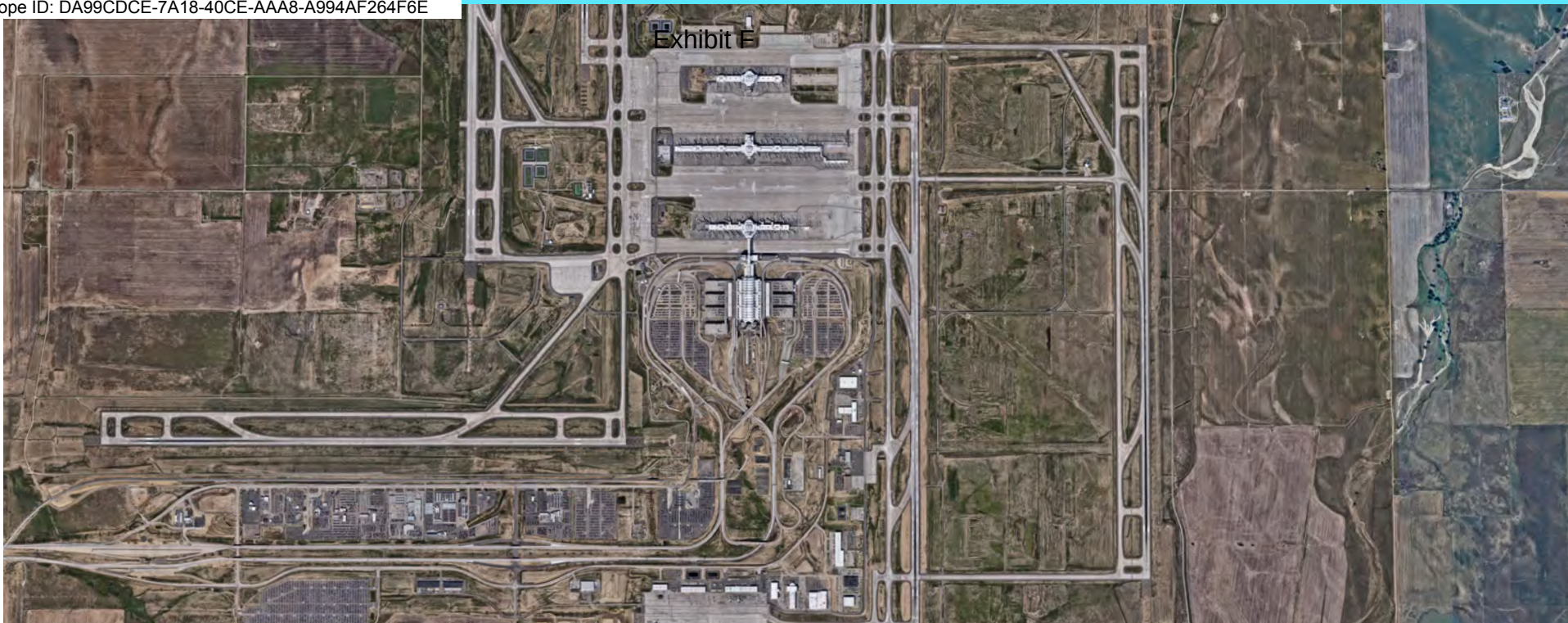
Solicitation

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



Proposal to City & County of Denver Department of Aviation

DEN On-Call Infrastructure Design

Submitted on September 18, 2025
RFP Number: 202580614



Exhibit F

<u>Section</u>	<u>Page</u>
<u>Proposal Narrative</u>	
Cover Letter	Does not count in Page Count
Section 1 Cost Effectiveness and Pricing.....	1
Section 2 DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan).....	EDI-1 through EDI-8
Section 3 Understanding the Project	5
Section 4 Proposed Work Plan and Approach.....	14
Section 5 Key Personnel and Ability to Respond.....	19
Section 6 Company Experience and Qualifications	23
<u>Additional Information</u>	
Resumes of Key Personnel.....	R-1 thorough R-22
<u>Required Forms and Attachments</u>	
Sample Agreement	No Changes to Submit
Conflict of Interest Question Submission Form	Not Applicable
Proposal Forms	Submitted as Combined File
Proposal Acknowledgement Letter – Certificate of Good Standing	
Proposal Data Form	
Disclosure of Legal & Administrative Proceedings & Financial Conditions	
DSBO Forms.....	Submitted as Combined File
Commitment to MWBE Participation	
DBSO Program Requirements Handbook – Signature Statement	
MWBE Utilization Plan Form	
Diversity Survey	Submitted as Separate File
Financial Forms	
Exhibit B – Core Staff Labor Rates	Submitted as Separate File

Exhibit F

September 18, 2025

Ms. DeAnne Barker (DELIVERED VIA BIDNET)
 Airport Office Building (AOB)
 Denver International Airport
 8500 Pena Boulevard, Room 8810
 Denver, CO 80249-6340

Subject: RFP No. 202580614 On-Call Infrastructure Design

Dear Ms. Barker,

Denver is a world-class City, and our incredible Airport is a key driver of Denver's success. As one of the fastest-growing airports in the world, DEN needs strong, trusted partners to deliver your Infrastructure On-Call contract needs. Jacobs has assembled a team of exceptionally talented team members and technical resources with experience delivering projects in both Airside and Landside applications for DEN, the City and County of Denver (CCD), the Colorado Department of Transportation (CDOT), and at other large commercial service airports. This experience includes serving DEN through On-Call contracts since the Airport's inception. Our team provides the technical expertise, capabilities, and availability to successfully deliver any project executed under the On-Call. The following unique qualifications set the Jacobs team apart as a clear choice for selection on the Infrastructure On-Call contract.

Jacobs is a top-ranked firm in Airport Consulting Services and Transportation Design, with a dedicated team of local Aviation and Landside Transportation professionals. Jacobs' largest design location is in Denver and includes more than 250 Aviation, Transportation, and Infrastructure staff. When combined with our extensive MWBE subconsultant partner network, Jacobs is empowered to execute on any DEN Infrastructure project and employ cost-effective solutions without compromising quality, with the capability to scale resources to offer right-sized problem-solving resources to DEN. **As Principal-in-Charge, Bill VanHercke, PE will work closely with Chad Picard, PE (Contract Manager and Senior Project Manager) to commit the key personnel listed herein to be available to perform any work scope on this On-Call agreement throughout the contract term.**

The Jacobs team brings extensive project delivery experience with DEN, CCD, and CDOT. This experience allows our team to effectively scope projects, coordinate with stakeholders, and provide compliant deliverables that meet specific CCD-DEN needs for GIS and Building Information Modeling (BIM) data, sustainable design (Envision), FAA-CCD-CDOT standards and provisions, Construction Safety & Phasing Plans (CSPP, MoT, Traffic Control), environmental approvals, and City and County of Denver (CCD) Permitting needs. DEN's processes are unique, requiring a Consulting firm that understands your Airport with no learning curve.

"Jacobs' 28-year partnership with Denver International Airport includes iconic projects across the airfield, landside, and passenger facilities. Phil Washington's leadership in sustainability, inclusion and diversity, passenger experience, and thoughtful growth perfectly align with Jacobs' mission to challenge today and reinvent tomorrow."

-Bob Pragada, CEO, Jacobs



We commit to offering DEN a team of seasoned Airside and Landside Transportation project delivery leaders and engineers that will meet all project goals and exceed DEN expectations with each Task Order delivery.

Exhibit F

Demonstrated Commitment to your Values. Jacobs has teamed with qualified Minority and Women-Owned Business Enterprise (MWBE) and specialty firms with DEN experience to grow their local practices under our leadership. We chose these firms based on their skillsets, experience, and availability to support the DEN Infrastructure Program. Jacobs is aligned with the CCD Division of Small Business Opportunity (DSBO) mission to strengthen these critical MWBE partnerships and expand opportunities to more MWBE firms. **Jacobs is committed to meet-or-exceed the On-Call 21% MWBE goal.** The Jacobs subconsultant partner network includes 16 primary support firms and 11 supplemental alternate partnerships, teaming with 105 West Inc., ACL Inc., Aeris Engineering LLC, Applied Pavement Technology Inc., Canyon Engineering Group, Geocal Inc., Group 14 Engineering PBC, HCL Engineering & Surveying, Hg Consult Inc., Kinetic Energy Services LLC, Pinyon Environmental Engineering Resources Inc., PK Electrical Inc., Shrewsbury & Associates LLC, Smoky Hill Engineering LLC, Terracon Consultants Inc., West Coast Civil Inc. (See Section 5 Org Chart). **The Jacobs network of partner firms allows our team to align specialized skills, deliver concurrent project needs, and right-size efficient project teams for DEN on a variety of On-Call projects.**

Focused On-Call Program Understanding. The scope of work for the Infrastructure On-Call program includes a broad and comprehensive range of Airside and Landside services. **Through our extensive work history at DEN, Jacobs has a clear understanding of the On-Call scope and objectives.** The projects being with Investigative Services including topographic survey, utility locates and subsurface utility engineering (SUE), geotechnical services, and pavement investigations, as applicable. Jacobs can leverage in-house resources or subconsultant partner firm expertise to deliver efficiently on specific project needs. Projects will require engineering support services, including drainage systems (hydrology and hydraulics), environmental services, structural engineering, pavement design, cost estimating, and scheduling. Jacobs offers its ENR #1 ranked staff to deliver on all Airside project needs. Our experienced Landside team offers a comprehensive suite of services, including roadway design, traffic engineering and control, bridge design, lighting and ITS, parking facilities with access control, and multi-modal planning and design.

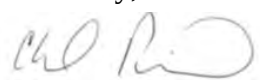
Permits Filing and Acquisition. Jacobs has extensive experience with local agency permit filings and acquisitions through CCD, Denver Water, and the Denver Fire Department. Jacobs is familiar with each permitting agency's specific formatting requirements, technical summary filings, and submission and filing portals. **We leverage this expertise for timely permit approvals to keep the construction project on the desired schedule.**

Utility Planning, Coordination and Design. Utility improvements will consider near-term installation objectives, while also planning for long-term development through coordinated alignment placements and sizing capacity considerations. **Our Utility Agency Coordinator (Kevin Custy) is a regionally recognized expert in utility coordination and relocations,** having worked with CDOT Utilities for over 30 years, including CCD projects with Xcel Energy and Denver Water. Kevin brings an intimate understanding of utility agency standards, policy, and procedures-

Construction Phase Support Services. The Jacobs team offers an array of support services to address every DEN need during construction. We have compiled a team with decades of combined FAA, CCD, and CDOT experience that we bring to this contract portfolio, as we have done recently on the DEN CEP, GARDI and Runway 17R-35L Rehab projects. Jacobs project formulation is outlined to expedite completion of the project, while minimizing operational impacts, adhering to critical milestones, incorporating extensive stakeholder coordination, considering long-lead items, and integrating utility workflow planning and system commission needs.

Jacobs acknowledges receipt of Addendum Nos. 1, 2, and 3 that is also noted in the Proposal Acknowledgement Letter. Chad Picard, PE will serve as the primary point of contact for Jacobs on this On-Call contract and for this procurement. He can be reached by email at chad.picard@jacobs.com or by phone at 720-545-4001.

Sincerely,



Chad Picard, PE
Contract Manager /
Sr. Project Manager



William (Bill) VanHercke, PE
Principal-in-Charge



"I'm honored to lead this On-Call Contract and continue Jacobs' long-standing partnership with CCD and Denver International Airport. Over the past 10 years, I've had the privilege of working closely with DEN and its affiliate agencies on many transformative projects, gaining a deep understanding of DEN's processes, priorities, and vision. I'm excited to leverage our team's strong relationships and technical expertise to deliver innovative, efficient solutions that enhance the Airport's infrastructure needs and enable DEN to meet the demands of the Vision 100 pillars for empowering its people, growing DEN's infrastructure, and expanding DEN's global connections."

1. Cost Effectiveness and Pricing



1. Cost Effectiveness and Pricing

Jacobs is delivering a wide variety of programs for DEN, the City and County of Denver (CCD), and the Colorado Department of Transportation (CDOT), which provides our team with in-depth understanding of your facility, processes, and people. With Jacobs, DEN benefits from the deepest bench of Denver-based resources and the most suitable talent in the industry to design value-engineered solutions for your facilities. Our team knows your airport facility, your design standards, and your overall vision, allowing us to streamline our services and bring the right solutions in a cost effective manner.

DEN Experience Provides a Cost-Effective Project Delivery Process

On-Call contracts, by nature, require a full-service team with the flexibility to provide a wide range of services quickly and effectively. We achieve cost effectiveness through Jacobs' project delivery process that prioritizes the right design at the best value, while simultaneously providing detailed designs that limit change orders and use value-engineered solutions for right-sized construction budgeting.

Jacobs provides efficiency in design and cost through our history of work at the Airport, with complete DEN Infrastructure Consulting Services. Our experience with On-Call solicitations at DEN allows Jacobs to quickly assess program needs and goals and provide streamlined resources to the task. Typically, the task order solicitation requires a proposal that includes the project team, scope of work, and detailed fee. DEN evaluates this information and selects the firm with the best-value proposal to perform the work. Historically, proposal evaluations have demonstrated that Jacobs provides strong value to DEN. Due to our low overhead multiplier and efficient billing rates, Jacobs provides a higher level-of-effort with greater quality for the same or a smaller fee than our competition. **When scopes are clearly defined, our cost is regularly lower with better value than our competition.**

Following the scoping and chartering process, Jacobs will provide a detailed scope of work to DEN that includes all needed disciplines and the proposed delivery schedule, plus a fee to accomplish the work. This scope and fee are subject to negotiations with DEN to confirm that we meet all schedule, budget, and deliverable needs.

Jacobs is proposing for DEN on this On-Call contract Agreement (See Exhibit B) one of our lowest labor multipliers in recent history, demonstrating our commitment to providing value-added cost-effective services to DEN in the years to come.

Jacobs Offers these Value-Added Services and Benefits:

- **In-depth knowledge of your facility** allows us to minimize design review submittals on less-complicated projects and save DEN time and money on the project delivery process.
- **An extensive list of pre-qualified MWBE subconsultant partners**, which reduces up-front delays in subcontractor procurement. Jacobs does not markup subconsultant fees.
- **Jacobs has specialized in-house services**, which reduces costs to DEN and allows Jacobs to expedite project delivery. Examples include our Surveying-GIS group and our Sustainability-Envision team.
- **Jacobs Global Integrated Delivery (GID) staff augmentation**, which brings fully experienced and dedicated Engineering staff from Global resource centers at bargain bill rates for DEN.
- **BIM-compliant CAD template.** For Consultants that don't understand the BIM submittal process at DEN, the learning curve is steep and costly.
- **Library of DEN bids**, which allows our team to accurately estimate probable construction costs and design to allocated budgets.
- **Accurate and compliant invoicing** The Contract Manager (Chad Picard) is fluent in invoicing policies and will see that we make timely payments to our subconsultant partners through the CCD prompt-payment requirements.

"I received the submitted invoice and I wanted to thank you for the timely submission of it as well as the accuracy of the submitted PS-Bs and the corresponding employee utilization. It makes my job a whole lot easier, and I wanted to let you know it is appreciated."

—Alec Wiczorek, PE, DEN Project Manager

We identify and mitigate potential issues early in the project delivery process, rather than finding them at the end of design, preventing any loss of schedule or unexpected budget implications to DEN due to quality issues.

Project Approach and Quality Control

Our Quality Control (QC) program employs a team approach, in which all design team members participate in the process. Key members consist of the Jacobs design team and subcontractor partners, DEN department staff, and all impacted stakeholders. **Maintaining effective lines of communication between all groups involved in the design process is the key to a successful project.** To facilitate effective and clear communication between all design team members, the Contract Project Manager or Task Manager will carefully document and distribute information collected for team coordination and project implementation.

We have a proven ability to produce high-quality designs that effectively incorporate our subconsultants' work into one cohesive design.

"We hold ourselves to the highest standards of quality, integrity and safety, setting the benchmark for the entire marketplace."

-Bob Pragada, CEO, Jacobs

Joel Harry PE (Airsides) and Doug Stremmel, PE (Landsides), will serve as our Quality Managers (QM) and will confirm that the project PMs have the support needed to deliver excellence.

To ensure high-quality service, the QM will help mentor our subconsultants and engage other Subject Matter Experts (SME) to perform an independent quality check of their work, as we retain ultimate responsibility for the quality of our team's products. We align the quality of our team's work through a comprehensive QC plan, tailored to the work performed under this contract.

Our QC program is based on identifying key milestones for intra-team discipline-specific reviews and independent interdisciplinary reviews to confirm we thoroughly coordinate our deliverables. Our QC reviews verify that project activities comply with contractual and regulatory requirements, serving as an auditing function to confirm we are meeting or exceeding your expectations. Each of our projects includes a QC plan written to meet our internal quality requirements and address the scope and client expectations of the project or program.

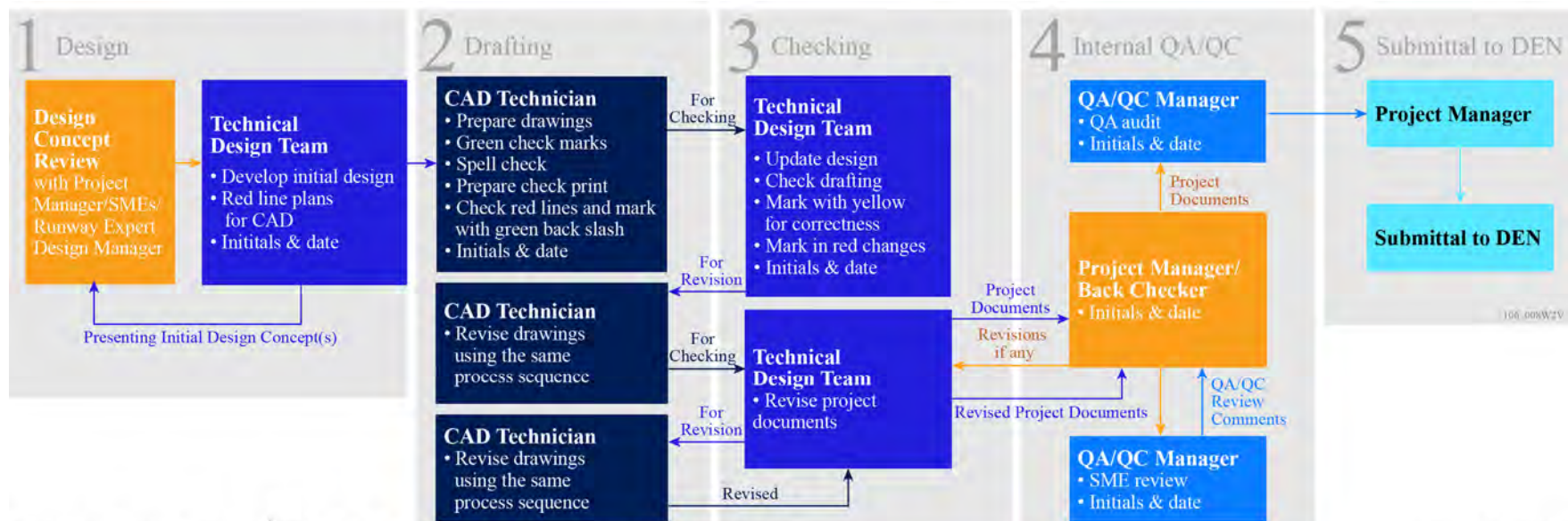
As shown in **Exhibit 1-1**, the QM incorporates an established design review process to provide clear documentation of each review comment and tracking the resolution of each comment. The QM will assign SMEs to review each technical discipline, including cross-discipline reviews, which brings best-value ideas to each project we deliver for DEN.

Our QC reviews verify compliance with contractual and regulatory requirements, serving as an auditing function for the project. Each project includes a QC plan written to meet our internal quality requirements and address the scope and client expectations of the project.

JACOBS VALUE+: Cost Savings

The Jacobs GARDI Concourse A South team was integrated with the DEN design, codes, and construction PMT and Airport Fuel Consortium, providing technical fueling expertise to change from flushing jet-fuel laterals to cleaning and swabbing the jet fuel laterals as an accepted practice for current and future GARDI projects. This revision saved approximately \$250,000 construction costs only two weeks into the project schedule and reduced the disruption of the gate fueling operation at adjacent gates.

Exhibit 1-1. Quality Review Backcheck Flow Chart



Jacobs maintains an extensive database of MWBE subconsultant partners, each identified with their certification status and engineering specialty focus. Upon review of the project RFP scope, Jacobs leadership identifies strategic subconsultant partnerships that offer the greatest value to the project. We establish MWBE partnerships to meet-or-exceed participation goals on each project, while providing growth opportunities for each of our partners. The project is staffed in a focused approach to eliminate redundancy with subconsultant staff augmentation, reducing costs to DEN and simplifying the project organizational structure.

Subcontractor Partnering and Active Management Increases Project Delivery Efficiencies. Jacobs is excited to partner with our strategic MWBE subconsultants to serve the needs of DEN on the 2025 Infrastructure On-Call Agreement. Our subconsultant partners bring direct experience with Jacobs at DEN, and they offer extensive knowledge of DEN design standards and challenges. Each firm provides local and specialized expertise that complements the full range of Jacobs' in-house services. See Section 2 for an in-depth discussion of our critical MWBE partnerships and how we are growing opportunities for our partner firms in this community.

Subconsultant partners fully integrate into project delivery and serve as an extension of the Jacobs team. Subconsultant team members attend internal project design meetings and external design coordination meetings to allow for real-time collaboration and accurate information dissemination, eliminating superfluous meetings and reducing translation errors that could result in quality issues. We rigorously review subconsultant work, like all Jacobs work products, at each project milestone via the Jacobs Quality Control review process.

Optimized Traffic Engineering and Safety Plans and FAA Construction Safety and Phasing Plans (CSPP)

The Jacobs team brings vast experience with development of traffic safety and phasing plans that comply with CCD, CDOT, and MUTCD requirements for Landside traffic control phasing, and Airside FAA CSPP (AC 150/5370-2) construction operational safety requirements, which expedites construction completion while maintaining a safe work zone for the traveling public, airline operators, and construction crews alike.

Through application of proprietary technologies, optimization studies, and institutional knowledge, Jacobs produces construction phasing documents that result in efficient construction practices, reducing facility operational impacts and construction costs.

Jacobs is partnered with MWBE subconsultant ACL Inc. to provide industry-leading traffic engineering and safety plans for landside project applications, including traffic engineering and safety analyses; intelligent transportation systems (ITS), signing and striping (MUTCD); construction traffic control; and ITS device/system design and communications.

Jacobs has Identified the Following Opportunities to Reduce Costs on Task Order Project Deliveries:

- **Implement Jacobs proprietary tools**, along with advanced industry software and technologies, to increase efficiencies and optimizations throughout the project life cycle. See summary below.
- **Engage all stakeholders at the project onset and maintain communications throughout project delivery** to ensure we maximize funding, plan for agency requirements (codes, permitting), and avoid procedural, operational, and long-lead item planning conflicts that could adversely affect project delivery, resulting in increased costs.
- **Leverage existing data** to reduce redundant studies and costs, while providing a more thorough understanding of the facility constraints and existing conditions.
- **Self-perform topo survey, utility locates, and SUE** with our in-house survey team, reducing data acquisition timeframes and costs to DEN.
- **Structure projects with multiple bid packages** to allow DEN flexibility in award of the project components, based on program funding and operational considerations.
- **Cross-project concurrent work scheduling**, which will reduce overall operational impacts and construction costs to DEN.
- **Plan for specialty materials and procedural long-lead items.**

Unique Processes and Technology Add Value and Mitigate Costs

Jacobs processes, technologies, experience, and industry partnerships add value to DEN and will control costs on DEN Infrastructure projects. Our team utilizes the latest technology and methods to deliver efficient design on our projects. Jacobs technology experts have developed proprietary tools to enhance our efficiency and capabilities, which greatly reduce errors, enhance productivity, and control project costs.

Jacobs Geospatial Services Group.

Our Geospatial Services Group offers a comprehensive suite of services to support planning, engineering, construction, and asset management services, including land surveying, aerial mapping, Subsurface Utility Investigation (SUE), 3-D laser scanning, and GIS. We perform geospatial services internally to streamline coordination with our design teams. Our discipline managers work closely with project managers to fulfill the accurate, comprehensive, and timely delivery of our services. This greatly reduces the need for subcontractors to perform the work, subsequently eliminating contracting time and associated costs. It also reduces the likelihood of introducing errors and delays often associated with transferring data between parties, all while enhancing the quality of the data provided to the project team. **We believe quality pre-design data acquisitions lay the foundation for adding value to engineering design and reduces costly change orders during construction.**

See Section 3 for more information.



Landside Tool Set

Traffic Modeling. Our team of traffic modelers has expertise with micro-simulation software utilized by CCD, including Synchro, VISSIM, RODEL, SIDRA, and Tru Traffic. Our team will identify the most practical and cost-effective tools, prior to advancing a study.



StreetLight Transportation Analytics.

Jacobs combines traditional traffic engineering with StreetLight data analytics, reducing the cost and effort for traffic studies, field data collection, validation of traffic models, vehicular speed data inputs, traffic model calibrations, and real-time system monitoring. Expertise in data analysis tools such as StreetLight InSight and decision-making frameworks like Multi-Objective Decision Analysis (MODA) with Denver's MS2 database are used to support data-driven planning and design.

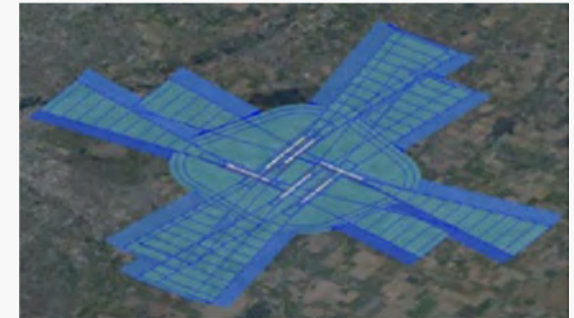
StreetLight includes a construction module to deploy smart work zone (SWZ) technology that utilizes real-time traffic monitoring during roadway closures, which can evaluate traffic configurations performance, reduce traffic delays, and optimize lane geometry layout and signal timing modifications.

See Section 3 for more information.

Airside Tool Set

Airspace Generator Application Tool.

Jacobs Aviation has developed a cutting-edge FAA Part 77 Airspace Surface Design Application that revolutionizes how airspace surfaces are modeled and analyzed. Built within Autodesk Civil 3D, this generative design tool automates the creation of 3D airspace surfaces using airport-specific data, which enables rapid, accurate, and consistent modeling across global teams.



Runway Line-of-Sight (LOS) Analysis Tool.

Utilizing this tool, the Jacobs team can quickly assess LOS for Part 139 compliance. Alternative profiles are run through the tool, which allows our team to quickly optimize profiles to comply with FAA regulations, and limit earthwork, borrow, and material costs.

Taxiway Fillet Application Tool generates the edge of pavement fillets for all design group taxiways using FAA criteria. Use of this tool creates design efficiency gains up to 80%. This tool is also usefully to quickly analyze existing taxiway geometry FAA criteria compliance.

2. DEN Equity, Diversity, & Inclusion Plan



Exhibit F

Jacobs recognizes the importance of providing meaningful opportunities for certified Minority and Women-Owned Business Enterprise (MWBE) firms, and we have been nationally recognized for leadership in mentoring and involving MWBE firms on our programs and projects. We know that building a competent, diverse, and sustainable workforce is good for the Jacobs team, Clients, and Community. Jacobs is aligned with the City and County of Denver's (CCD) Division of Small Business Opportunity (DSBO) mission to strengthen critical MWBE partnerships and expand opportunities to more MWBE companies.

MWBE Commitment

Jacobs will meet-or-exceed the 21% MWBE goals stated in the RFP.

Building an inclusive and diverse culture is a top priority to Jacobs, extending throughout our organization and our project teams. As a relationship-based company, we rely on our teaming partners to help support our clients' needs, and we understand the value they bring to your businesses. We are committed to business diversity and inclusion in our teaming and subcontracting opportunities. Our goal is to be as diverse as the communities and clients that we serve.

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

MWBE Coordinator and other Key Personnel.

Our key personnel are fully invested in the valuable MWBE partnerships we have built through shared project successes. Our key personnel include the following:



DSBO Coordinator: Kelly Harris, Kelly.Harris2@jacobs.com, 720.286.2924. Kelly is Jacobs' primary point of contact for MWBE coordination across multiple contracts that Jacobs holds with DEN. She will be in direct contact with our Project Manager and DSBO to manage the MWBE requirements for this contract. She is responsible for ensuring all reporting, letters of intent, and goals-vs.-achievements for the MWBE plan are accurately and promptly reported through the B2GNow system. She will provide updates for and attend monthly status meetings with DSBO. Kelly also works to ensure all items of the Article III of the Denver Revised Municipal Code (DRMC) Chapter 28, including prompt payment, are being strictly adhered to. Kelly brings 5+ years of experience in this role, serving in this role for Jacobs on six different DEN contracts Jacobs holds.



On-Call Contract Manager: Chad Picard, Chad.Picard@jacobs.com, 720.545.4001. Chad serves as the single point of contact for both DEN and our MWBE partners. He works with Kelly, the Project Manager, and our MWBE support team to match MWBE partner skillsets to the project needs. Chad ensures that a clear scope of work that provides meaningful work for our partners is included with each project. Throughout the project, the PM ensures that the MWBE Partners are staying engaged as anticipated by assigning mentors as needed to assist in the growth and development of our partners.



Controller / Principal-in-Charge: William "Bill" VanHercke / Vice President US West Aviation; William.VanHercke@Jacobs.com, 720.205.7694. Bill has ultimate authority with both DEN and our MWBE partners to sign contracts that commit the staff and partnerships to deliver each task order for DEN. He works with the MWBE firm principals to mentor them on best practices, ensures quality delivery, and maintains connections for current and future business opportunities. Bill provides honest and collaborative feedback to our partners so they can continue to grow and serve our clients with excellence. He also gets feedback on working with the Jacobs team, so Jacobs can be the best partner for these firms.

Exhibit F

A. Equity, Diversity and Inclusion Strategies

Jacobs' Key MWBE Personnel have discussed the skills required for the scope of this On-Call Agreement, coordinated with MWBE firms that match the capabilities, and identified the most appropriate qualified firms that also have the availability to deliver the scope of work within the required schedule (Exhibit EDI-1). Upon notification of being selected, we will work with each firm to optimize scopes of work and make sure that tasks and services are completed as economically as possible, while providing maximum opportunity for each team member. These MWBE firms will work as an extension of our staff, allowing our team to mentor these business partners and their employees in best practices for project quality control and assurance.

Exhibit EDI-1. Jacobs has Engaged the Following Subconsultant Partners

Project Partners	Current Certification	Scope of Work	Anticipated % based on Utilization Requirement	Anticipated Sub-Contract Timing
	DBE, MWBE, SBE	Topographic Survey	3	It is anticipated that all subcontracts will be executed within two (2) weeks of receiving an executed contract from DEN for the project.
	MWBE, SBE, EBE	Traffic Engineering & Control, Phasing Plans (TC)	5	
	DBE, MWBE, EBE, SBE	Geometry & Marking (Airside), Construction Schedule (Airside), Phasing Plans (CSPP)	10	
	N/A	Pavement Investigations	5	
	MWBE, SBE, EBE	Structural Engineering	4	
	DBE, MWBE, SBE	Geotechnical Engineering, Pavement Design	6	
	DBE, MWBE, SBE	Envision & Sustainability	5	
	DBE, MWBE, SBE	Topo Survey & SUE, Structural Engineering (Misc.), Roadway Design, Parking Facilities, Change Engineering (Landside)	10	
	MWBE, SBE	Roadway Design, Bridge Design, Parking Facilities, Construction Schedule (Landside), Site Observations, Change Engineering (Landside)	10	
	N/A	Utility Locating Services, SUE Services	4	
	N/A	Environmental Services	5	
	DBE, MWBE, SBE	Lighting & Signage (Airside), Lighting & ITS (Landside), Electrical Engineering, Electrical Transmission	6	
	ACDBE, DBE, MWBE, SBE	Site-Civil Design (Airside), Change Engineering (Airside)	10	
	MWBE, SBE, EBE	Site Observations, Testing, SUBs, & RFIs	6	
	N/A	Geotechnical Engineering	6	
	DBE, MWBE, SBE	Drainage (Hydrology & Hydraulics), DMP, SWMP, WQMP, MS4, Permitting (CCD)	5	

Exhibit F

Our key personnel continuously look for ways to increase participation of established and new MWBE partners. To facilitate this, Jacobs provides multiple opportunities a year for MWBE firms to get to know us and learn how they can work with us. This includes presenting at various panels and events, such as DEN's annual Meet the Primes event in December. We also host industry meet-and-greet events multiple times per year in Denver, most recently on March 5, 2025. At each outreach event, we discuss the work we are doing at DEN and the potential future programs we are hopeful of participating with DEN in the future. Afterwards, Bill sets up individual meetings with interested partners to discuss opportunities in a more intimate setting.

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

Our outreach program includes:

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

B. Technical Assistance & Support Services

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

As an example, Jacobs has established a prompt payment program where our partners get paid within 35 days of an invoice, as we fully understand the burden late payments can have on our small business partners. This program was instituted at Jacobs before the issuance of Article III of the Denver Revised Municipal Code (DRMC) Chapter 28. Our approach also involves coaching and guidance.

For our new-relationship MWBE partners, we work with their staff on administrative/contracting requirements, project delivery, and other concerns related to providing service to DEN.

Jacobs also supports our MWBE partners as a subconsultant for SBE Prime opportunities. Jacobs is a subconsultant currently to three different SBE primes at DEN, including 360 Engineering, SynEnergy, and Killebrew | Killebrew, Inc. Our team takes great pride in helping our SBE partners achieve their goals of priming contracts at DEN.

Jacobs has participated in the City and County of Denver's official Mentor-Protégé program for the last several years. In 2025, we are proud to mentor Ford Architects, mentoring Kathy Ford and her team on work at DEN and how to bring value to their offerings. We are currently teamed with Ford Architects on the flooring replacement program for the Concourses at DEN and will continue mentoring them throughout this project.

Jacobs also helps our entrepreneurial future small business leaders to establish their own unique firms and help gain accreditation through Denver's DSBO office and have recently supported new MWBE firms, Plane English, Walker Consulting, and Aeris Engineering, LLC. Jacobs worked extensively with the owners of both new MWBE firms to provide office structure, sales assistance, and accounting mentoring, and Jacobs has helped these two firms secure their first independent contract.

C. Procurement Process

As part of this RFP preparation, we have already started our procurement process with our MWBE partners. Chad, Kelly, and Bill have identified 16 teaming partners of which 12 are MWBE firms based on the expected scope of work and their history of excellence working with us on other DEN projects. On notice of award, Chad and Kelly request a formal scope and fee from these subconsultants to include and submit as part of our fee proposal. If required, Chad and Kelly negotiate with each subconsultant to address your comments. On your approval of the scope and fee, we initiate contracts with the subconsultants, providing contract terms for their review and comment prior to finalization. Part of our subcontracting process is to review our partners' safety performance and their insurance requirements, considering deviation requests as needed.

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

Exhibit F

Kelly is our lead for reporting our teams' accomplishments in the B2GNow system, completing monthly program audits, and serving as point of contact for issue communication and resolution. She monitors and confirms prompt payments to our MWBE partners to meet contractual requirements.

If we find we are unable to provide meaningful work to one of our planned MWBE partners, Chad and Kelly hold debrief sessions with the firm within one week of the determination to inform them as to why they were not engaged, providing honest and open feedback and ideas for future changes. Many times, the scope of work is simply not a match for their specialty service. If lack of selection is due to poor performance, we escalate the conversation to Bill, who meets with these partners to discuss areas for improvement required for future opportunities.

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

D. Communication and Proposer Management

Mentoring is a key part of Jacobs partnerships. This mentoring approach includes providing on-the-job training for MWBE firms for everything from initial proposal preparation, into contracting, through the design process, and finally through project closeout. We support our partners with their specific tasks by pairing MWBE staff with Jacobs staff to make sure they can efficiently complete the work they are assigned.

Upon contract award, Chad, the Task Order Project Manager, and his assigned team members will hold a kickoff meeting with each MWBE firm. We integrate each firm as if they were another Jacobs office providing support, as an equal and critical team partner. This meeting will focus on the expectations for the project scope, schedule, and budget, as well as the expectations of the MWBE firm. This enables us in understanding how to best assist them in meeting their business goals while providing an excellent quality deliverable to DEN. During project execution, regular meetings are held to make sure expectations are met and meaningful work is being given. If either Jacobs or DEN feels concerned with any aspect of our partners' delivery, we immediately begin our dispute resolution plan, which includes bringing in additional resources from Jacobs to support our MWBE firms. An example is on the DEN Concourse Expansion Program, where our MWBE partner Killebrew was given a very tight deadline for a change request. Their small staff could not handle all this work within the needed schedule, so Jacobs brought in experts to support their delivery while keeping them as the lead. Jacobs is committed to our partners and clients and will not let either fail.

Jacobs' Mentorship Culture

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

"We at Smoky Hill Engineering, LLC greatly appreciate your[Jacobs] mentorship and the teaming opportunities on the Denver International Airport - City & County of Denver Dept of Aviation. We look forward to many more opportunities to work together!"

– Demeke B. Ashebo, Ph.D., Smoky Hill Engineering

"My mentor/protégé experience with Jacobs has exceeded all expectations. The mentor/protégé program has given me value one-on-one access with DEN department leads, experience with DEN RFP responses, and expanded my network with MWBE/SBE consultants with aviation experience. We are grateful to continue our relationship with Jacobs and to soon begin a successful relationship with DEN."

– Kathy Ford, AIA, Ford Architects

Exhibit F

E. Past Performance

The success of our proven approach to diversity and inclusion in contracting with MWBE firms is demonstrated by our record of MWBE participation. We continue to meet and exceed our clients' MWBE participation goals while building long-term relationships with our MWBE partners. Most importantly, Jacobs has utilized MWBE firms at DEN to deliver over \$40 million in professional services to DEN across 12 different contracts. Jacobs is proud to have supported over 40 different MWBE firms in the delivery of these projects.

Jacobs routinely looks for mentor/protégé opportunities, and one of our biggest success stories is at DEN. Jacobs began partnering with Shrewsberry in 2012, and in 2020, they graduated from CCD's MWBE program, in large part because of our partnership with them. Shrewsberry has since reapplied and been approved as an MWBE firm in Denver, but their growth and strong history of delivery performance has been improved through mentoring by Jacobs key staff. Jacobs has also helped five different businesses establish offices in Denver and achieve their MWBE certification, as we are always looking to increase the diversity supplier base.

Additionally, as previously noted, Jacobs is currently under contract at DEN as a subconsultant to three different MWBE firms, as we have mentored them to be ready to prime and continue to support their growth initiatives.

Exhibit EDI-2 below is a summary of Jacobs recent and relevant achievements in relation to the MWBE goals. These achievements show that MWBE goals are not simply a "check the box" exercise for our team, but a meaningful way we can positively impact the communities we serve.

Exhibit EDI-2. Jacobs Recent MWBE Achievements at DEN

Project	MWBE Firms	Goal vs. Actual	Support/Technical Assistance
Airside/Landside On-Call Contract, Denver International Airport, CO	105 West, ACL Inc, EES, Geocal, Smoky Hill Engineering, PK Electrical, Trace Consulting	28% vs 28.7%	Survey, traffic control, geotechnical, Construction Support, electrical design, civil design
Airside On-Call, Denver International Airport, CO	105 West, Shrewsberry, Corey Electric, Diversified Underground, JF Sato, Lund Partnership	20% vs 25.8%	Survey, airfield civil, SUE, structural, erosion permitting
Great Hall PMO Support, Denver International Airport, CO	Civil Technology, CMTS, Hahn Integrated Systems, Summit Street Group (non-MWBE and not counted in goal or actual)	20% vs 28% (as of 7/31/25)	Program controls, mentoring, workforce expansion, site safety management, quality management, ORAT support
Great Hall QA/SI Support, Denver International Airport, CO	Civil Technology, Shrewsberry, LS Gallegos, Metrix IQ, Walker Solutions	20% vs 64% (as of 7/31/25)	Mentoring, workforce expansion, quality management, inspection support, Special Inspection mentoring
TSA Recap/BHS Modernization QA/SI Support, Denver International Airport, CO	Shrewsberry, LS Gallegos, Metrix	20% vs 39% (as of 7/31/25)	Quality management, inspection support, Special Inspection mentoring
Concourse Expansion Program, Denver International Airport, CO	360 Engineering, Castillo Architects, Entitlement and Engineering Solutions, Gallun Snow, Group 14, Killebrew Killebrew, PK Electrical, San Engineering	18% vs 20.6%	Mentoring, workforce expansion, quality management

Bid Navigator

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



We will also leverage our connections with national and local minority and women contracting associations. In Colorado, we maintain memberships in the Women in Transportation Seminar (WTS), Hispanic Contractors of Colorado (HCC), Association of General Contractors (AGC), Conference of Minority Transportation Officials (COMTO), and others. Nationally, we support the American Minority Advisory Council (AMAC) and were given a prestigious corporate excellence award in 2023. These memberships will support our outreach and efforts to maximize participation opportunities for MWBE firms.

Exhibit F

F. Proposer's Culture

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



Members of our TogetherBeyond groups volunteering for Scholars Unlimited, a community involvement event.

Photos below of the Scholars Unlimited building bridges with the volunteers.



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



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



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



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



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



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



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



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



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



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

Exhibit F

In December 2023, the Denver office of Jacobs was honored as the **Corporation of the Year** by the Martin Luther King Jr. Foundation. This award shows that beyond Jacobs corporate culture, the Denver-based team at Jacobs is acting on our values to enhance diversity, inclusion, and equity both internally and within the communities we serve.

In addition to the MLK award, the following certifications and recognitions demonstrate our commitment to diversity and inclusion:

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



G. Future Initiatives

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

Amplify a culture of belonging. Expand beyond our conscious inclusion program, training the full 60,000-person global workforce in Bystander Intervention.

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

Contribute to structural change in the broader society.

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

Equity, Diversity, and Inclusion Efforts in the Denver Community

We focus on putting our values into practice. Around the world, our people support a strong culture of partnership and cross-collaboration, helping to raise awareness and integrate Science, Technology, Engineering, Arts, and Mathematics (STEAM) education into their activities to make a positive difference in our local communities and develop the talent force of the future in our industry. We launched Jacobs-funded time for STEAM activities and our employees tracked more than 17,000 STEAM hours, tracked since 2021, on- and off-company time. In Denver, we are continuing to partner with nearby schools to provide STEAM programming during 2024.

Jacobs charitable activities:

- ✓ \$10.9M in donation since 2020
- ✓ 3,300+ charities supported
- ✓ 17,000 STEAM volunteer hours
- ✓ 68,000 volunteer hours tracked
- ✓ 15,000+ community activities



Jacobs attended the DEN Business Development Training Academy Graduation Ceremony in support of MWBE subconsultants that completed the courses.

Exhibit F



Jacobs is also a sponsor of the Colorado Association of Black Professional Engineers Society (CABPES). The organization encourages and assists African Americans and other underrepresented minority youth in the pursuit and attainment of career choices in science, technology,

engineering, and mathematics professions. President of CABPES, Dewey Brigham, is a former employee of Jacobs/CH2M and remains a close advisor to Jacobs' Denver-based team. For CABPES, Jacobs has provided over 300 hours of volunteering hours. Tutoring subjects include Math Enrichment classes, SAT/ACT College Preparation, Future City Competition, Junior Engineers and Tomorrow's Scientists (JETS) Civil Engineering Class, JETS Architecture Class, and various other field trips.

Jacobs has been an active participant in Conference of Minority Transportation Officials (COMTO and the Colorado Association of Black Professional Engineers and Scientists (CABPES), donating over \$50,000 to these organizations since 2020.

The Jacobs OneWorld Employee Network led an effort under the U.S. West TogetherBeyond Council, to create a scholarship fund for low-income and students of color in the U.S. West. We raised a total of \$22,237, exceeding our target of \$21,000, through two campaigns: Company Charitable Donations and Giving Opportunities Campaign. Two Colorado organizations were selected including the Red Rocks Community College (Lakewood) and Girls Inc. of Metro Denver.

Our Prism Employee Network for Lesbian, Gay, Bisexual, Transgender, Intersex people and their allies (LGBTI+); has been active in the **Colorado Pride Network of the Rockies**, a group that connects LGBTQ+ Employee Resource Groups across Colorado. We have also regularly supported **The Center on Colfax**, and we have participated in a dozen other activities this year including sponsoring **PrideFest 2021**, including providing a team of 24 runners in the 5K run. Through **Inside Out** in Colorado Springs, we are planning to hold job search workshops for young adults, and we will hold resume review workshops at the Tri-institutional Auraria Campus. Jacobs sponsored **The Center on Colfax's** 45th anniversary celebrating "The Art of Community", featuring the works of local artists who pay homage to LGBTQ+ icons (September 2021). As a Stonewall Sponsor (\$10,000), Jacobs employees (20) at all levels of the organization attended the event. We were successful in raising an additional \$10,000 at the events auction.



3. Understanding the Project



Exhibit F

The Jacobs team brings extensive experience delivering On-Call projects for DEN, the City and County of Denver (CCD), and the Colorado Department of Transportation (CDOT). Jacobs fully understands the challenges involved in performing work on the Infrastructure On Call Agreement. Exhibit 3-1 summarizes recent and relevant programs and projects managed by Jacobs throughout the City of Denver and at DEN.

Exhibit 3-1. Programs and Projects Jacobs provides to CCD and DEN.

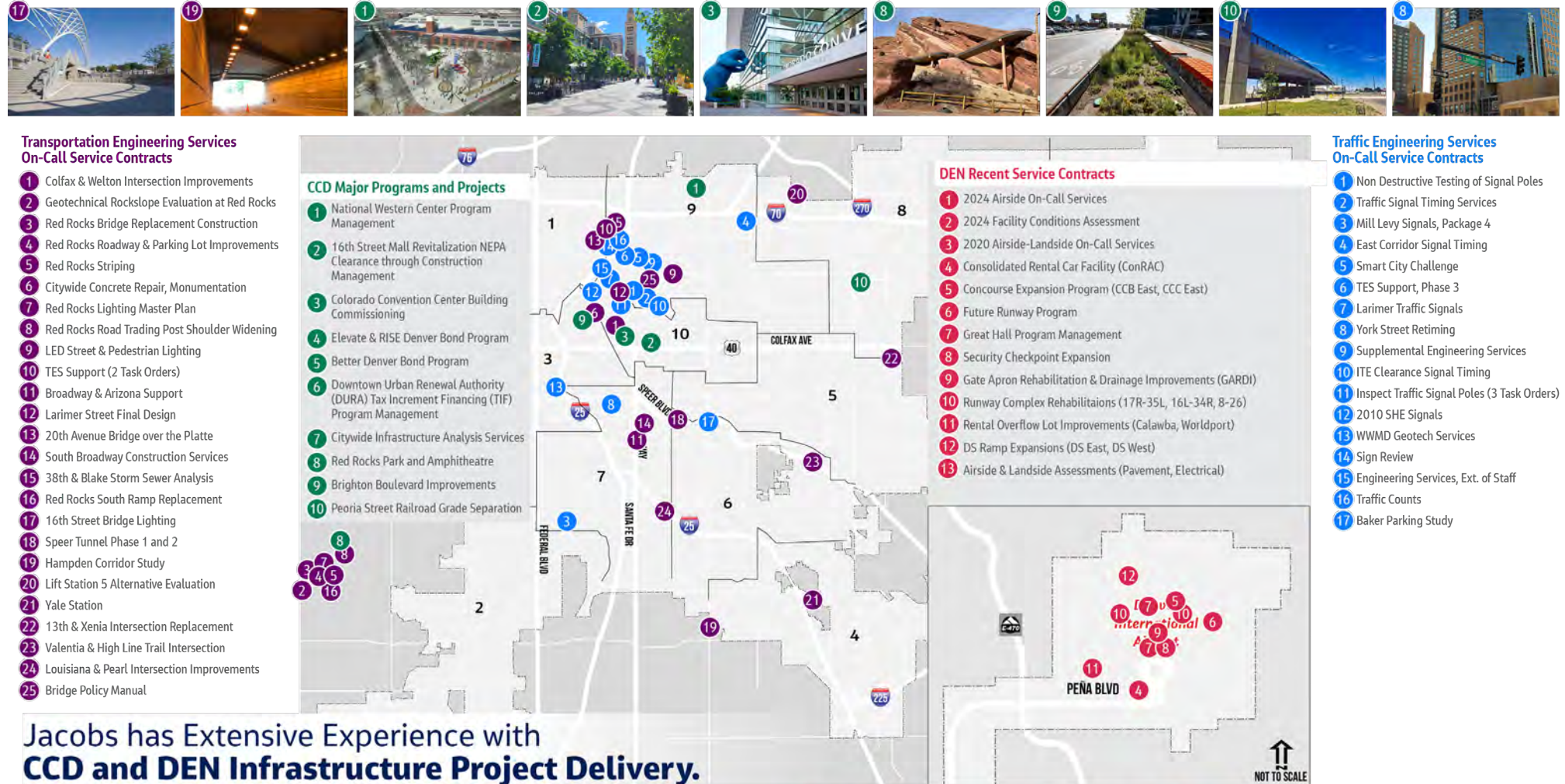


Exhibit F

Scope of Work

Projects executed on the Infrastructure On-Call will encompass a wide range of services, enabling DEN to meet projected growth demands in alignment with Vision 100 and Operation 2045. Our local team leaders, support staff, and subconsultant partners are aligned to deliver the services on the Infrastructure On-Call.

Preliminary Investigative Services

At project onset, the Jacobs PM will work with the DEN PM to obtain record information, existing facility files, and prior studies, analyses, and reports to establish an accurate existing conditions model on which to base the proposed design. **Leveraging existing information to supplement new data will reduce costs to DEN by way of elimination of redundant data studies.** This also reduces the time required for the initial data acquisition phase and eliminates potential errors through integration of past project lessons learned. Jacobs is prepared to mobilize immediately upon receipt of contract award and NTP, with on-site data collection services, including the topo survey, utility investigations (SUE, potholing, Ground Penetrating Radar [GPR]), and the geotechnical investigation.

Topographic Survey, Utility Locates, and SUE

Jacobs Geospatial Services Group. Led by **Bob Guptill, PLS**, the Jacobs Geospatial Group offers in-house services to support planning, engineering, construction, and asset management services, including land surveying, aerial mapping, Subsurface Utility Investigation (SUE), 3D laser scanning, and GIS support.

Topographic Survey. The survey crew will collect survey data of above-grade features of existing pavement, lighting, drainage, utilities, and visible evidence of subsurface utility appurtenances. The survey datum will be tied to the North American Datum (NAD) 83 and DEN Low Distortion Projection (LDP) Coordinate system, the North American Vertical Datum (NAVD) 88, and the DEN Airport GIS System, ensuring seamless integration with DEN database standards. Prior to performing the topo survey, a Survey Statement of Work (SSOW) and a Survey and Quality Control Plan (SQCP) will be prepared for DEN review and approval, prior to commencing with the work.

Subsurface Utility Engineering (SUE). Jacobs SUE experts manage all aspects of utility investigations, ensuring compliance with regulations and project specifications. Jacobs' structured approach to SUE leads to project efficiency, mitigates risk, and reduces schedule delays. The Jacobs team delivers comprehensive SUE investigations (Quality Levels A, B, C, D) in accordance with Colorado Revised Statutes, Title 9, Article 1.5 (SB 18-167) and ASCE Construction Institute Standard 38-22, that ensure accurate

identification and resolution of underground conflicts, minimizing project risks and delays. SUE tasks support 3D modeling, survey data, geotechnical analysis, and permitting requirements to proactively resolve conflicts. Key methods include LiDAR for 3D mapping and GPR for accurate underground utility detection, while Building Information Modeling (BIM) enhances conflict resolution through interactive visualization.

MWBE Subconsultant Partners: Jacobs supports our MWBE partners in data collection efforts, both supplementing our partners data with our own services and creating a database from all data collected by Jacobs and our partners. Jacobs is partnered with 105 West Inc. and HCL Engineering for topographic surveying services, and Kinetic Industry for utility locates and SUE. 105 West and HCL have completed numerous topo surveys at DEN; Kinetic Industry has performed utility locations services at DEN. Teaming with these partners ensures data investigations will take place in accordance with DEN standards (SSOW, SQCP, PACS, SACS).

Geotechnical Engineering

Each of our subconsultant partners offers comprehensive Geotech services to meet any project need. Our partners have extensive work history at DEN on both landside and airside studies. **The Jacobs Geotechnical SME (David Curran, PE)** will oversee in-situ testing and classifications (soil borings, pavement coring), materials performance monitoring, field/lab soils testing, and pavement analysis and design. Additional service offerings include environmental services support, PFAS and Petroleum Hydrocarbon contamination investigations, foundation analysis, groundwater assessment, seismic design, and permitting compliance.

Pavement Investigations

Jacobs has completed numerous DEN Airside and Landside pavement evaluations (Exhibit 3-2, next page) under the direction of **Jacobs pavements expert Ania Motas, PE**, which provides our team an unparalleled understanding of your infrastructure; information we can leverage as a baseline for future DEN pavement assessments. Jacobs will complete pavement condition evaluations to assess the current condition of the pavements and prioritize future maintenance and rehabilitation (M&R) needs, based on PAVER/PCI requirements. This includes completing a field inspection of the pavement network, a pavement condition update, update of the existing DEN PAVER database, final report describing the project details, and a pavement M&R plan with a 5-year Capital Improvement Plan (CIP). **Jacobs is partnered with long -time team member Applied Pavement Technology for pavement assessments, to supplement our team of in-house pavement experts.**

Exhibit F

Exhibit 3-2. DEN Pavement and Electrical Analysis Summary

DEN Analysis Summary	
Apron Mast Lighting Evaluation (Jul 2016)	
Airport Pavement Evaluation (Feb 2022)	
Landside Roadway Pavement Assessment (Jan 2023)	
Airfield Pavement Evaluation (Feb 2025)	
Airfield Lighting & Electrical Systems Evaluation (Sept 2025)	

Stakeholder Agency Compliance

Permitting

Jacobs has extensive experience with local agency (CCD, DW, DFD) permit filings and acquisitions, including the Construction Activities Stormwater Discharge Permit (CASDP), COMCON-SUDP, SSPR (SDG and SAN), DFD, and DW. We are familiar with each agency's specific formatting requirements, technical summary filings, and submission and filing portals. We will leverage this expertise for DEN to allow for timely permit approvals to keep the project on schedule. **See Section 4 for further information.**

DEN GIS & BIM

Geographic Information System (GIS). Our in-house GIS team creates site-specific area maps using aerials and other shape information. A Trimble R1 GSS receiver links to georeferenced area maps to provide sub-meter accuracy. Notes and photo records are tied to specific locations on the area map and generate shapes in the field while collecting and determining design information. This effort allows our field scoping team to make decisions on the ground with DEN and also provide in-office design staff with concept-level layouts to jump ahead in design effort, saving DEN time and money.

Building Information Modeling (BIM). With each project, Jacobs will develop a BIM Project Execution Plan (BPXP) to define BIM deliverables. The BPXP will be based on the templates referenced in the DEN BIM Design Standards Manual (current version). We will prepare the BIM model and AutoCAD Civil3D model for the project Topographic Survey and Utility locations. BIM Models will be created for the engineering design milestone submittals, for review by the DEN Digital Facilities & Infrastructure Group.

ISI Envision

Jacobs is a global leader in Sustainability practices, including execution of project certification goals under the Institute for Sustainable Infrastructure's (ISI) Envision rating system. **Our Sustainability Lead, Elizabeth Franco (ENV-SP), will work with Chad Picard, PE (Contract Mgr. & PM) and MWBE subconsultant partner, Group14 Engineering,** to implement the Envision criteria and performance objectives to help the project team identify sustainable, resilient, wholistic, and equitable approaches during project pre-design, design, construction, and closeout phases.

JACOBS IN ACTION:

Envision Gold Award – San Diego International Airport



Construction photos courtesy of San Diego International Airport

Jacobs is partnered with San Diego International Airport (SAN) to deliver the Terminal 1 Replacement Airside Program. **The program was awarded the prestigious Envision Gold Award from ISI.** *“For Jacobs, what we do is about more than just a single project or outcome. It’s about delivering infrastructure solutions that promote sustainability, resilience, and community wellbeing into the future,”*

—John Thompson, PE
Sr. Aviation Project Manager

FAA Federal Compliance

We bring a team of professionals with decades of FAA AIP project delivery experience to ensure complete compliance for Airside projects executed on the Infrastructure On-Call. Jacobs works with FAA Headquarters, FAA Regional Offices, and the FAA Denver ADO. Jacobs will serve as an extension of DEN Airport staff to help DEN plan and manage the entire process, ensuring Airport Improvement Program (AIP) compliance at each stage of project delivery. **Chad Picard, PE, (On-Call Manager) has managed and delivered FAA AIP compliant projects at multiple airports over the last 20 years. Ania Motas, PE (FAA Compliance Lead)** will coordinate with Chad and the DEN Task Order PM to ensure the Airside program adheres to all Federal AIP provisions for Bid, Award, Buy American, and Warranty under the AIP Grant Assurances.

Exhibit F

Engineering Support Services

Storm Drainage (Hydrology and Hydraulics)

Jacobs offers DEN unmatched storm drainage expertise, with deep local insight of your storm facilities. Our commitment to DEN, CCD, and local stakeholders is reflected in our 20 years supporting DEN on storm drainage projects and 30 years with the Mile High Flood District delivering on-call stormwater services. **Our Drainage SME (Doug Stewart, PE) will leverage his long partnership with Catherine Rafferty, PE to ensure DEN stormwater needs are met on all On-Call projects.**

JACOBS IN ACTION:

Terminal 1 Replacement Airside Program (SAN)



Jacobs is leading the SAN Airside Improvements project, with extensive taxiway and ramp improvements. **The project includes one of the largest water capture, treatment, and reuse systems to be installed at any airport in the U.S.** Jacobs developed a stormwater capture and release system which includes the design of infiltration basins, an underground cistern, support facilities, and drainage infrastructure that diverts all airside storm drainage from San Diego Bay to new, sustainable facilities for capture, storage, treatment, and reuse. This will reduce stormwater runoff into the San Diego Bay by 80% and increase the water supply to the airport cooling towers, reducing SAN potable water consumption.

Water Quality Planning and Design. Maintaining quality of stormwater discharges from airside and landside uses is crucial for protecting public health and environmental resources, as well as ensuring regulatory compliance with standards under the Clean Water Act, MS4 permits, and local regulations. Systems including full-spectrum extended detention ponds, vegetated conveyances, soil-based filtration, and other best management practices (BMP) play an important role in the proper management of stormwater quality.

Hydrologic and Hydraulic (H&H) Planning and Design. DEN's unique hydrological setting poses significant challenges for engineers, including flood control, streambank erosion mitigation, and handling rapid storm runoff.

Jacobs leverages advanced H&H modeling by applying the latest tools for stormwater runoff estimation and conveyance system layouts, conducting floodplain studies grounded in real-world data, and ensuring regulatory compliance through close coordination with FEMA and other stakeholders for accurate and up-to-date flood mapping and criteria.

Drainage Infrastructure Design. Stormwater design projects include everything from small localized systems to large complex storm network systems. Jacobs excels at channel stabilization and rehabilitation, detention ponds, culvert improvements, drainage system networks, water quality, erosion control, and green infrastructure design. Our extensive experience results in innovative approaches to solve stormwater problems, protect the environment, enhance the character of each project area, and minimize impacts to surrounding property owners.



DEN Landside Stormwater System

Drainage Report and Construction Activities Stormwater

Management Plan. Jacobs will prepare a drainage report that follows the requirements in the DEN Storm Drainage Master Plan and the CCD Storm Drainage Design and Technical Criteria for submission to DEN and the City Public Works Department. Our team will prepare a Construction Activities Stormwater Management Plan (CASMP) in accordance with City permitting and submittal procedures, so that the CASMP is approved by the Contractor's construction NTP date. In addition, we will prepare and provide the application for a Sewer-Use and Drainage Permit to DEN.

Jacobs is partnered with West Coast Civil Inc. (MWBE) to provide grading, hydrology, stormwater, stormwater quality, and wet utilities design support services. We offer DEN an established relationship with WCC, having completed work for Jacobs on the DEN 7th Runway Program and the SAN ADP Airside Improvements Program.

Exhibit F

Environmental Services

Jacobs, along with our MWBE subconsultant partner Pinyon Environmental Inc., offers comprehensive environmental services for the entire project lifecycle. Jacobs Environmental SME **Kristine MacKinnon, PE**, can support all environmental requirements including planning, field investigations, characterization, permitting, construction compliance, and operational compliance. We have local experts in NEPA, permitting, cultural resources, waters of the U.S., threatened and endangered species, site remediation and characterization, construction stormwater, and air quality. The Jacobs team will coordinate with DEN Environmental and the FAA DEN ADO Environmental Lead to file required NEPA documentation. We manage all categories of NEPA analysis, including Categorical Exclusions, Environmental Assessments (EA), and Environmental Impact Statements (EIS). The Jacobs team brings expertise with environmental permitting at the Federal, State, and Local levels, ensuring comprehensive agency permitting compliance.

DEN has initiated an Environmental Restoration Program to investigate, characterize, and remediate PFAS throughout the Airport property.

Jacobs will coordinate with DEN to identify areas where PFAS and petroleum hydrocarbon contamination need to be assessed.

Developing effective contamination mitigation strategies will be a crucial component of keeping projects on schedule and the project budget on track. The Jacobs team has local experts who can survey for wetlands, threatened and endangered species, cultural resources, and potential contaminants. DEN is in an area of severe non-compliance for ground-level ozone. The Jacobs team has local air quality experts who can help with land development air quality permitting, new source air quality permitting, and operational compliance. We also have experts who can assist if any issues arise during stack testing.

Structural Engineering

Jacobs structural team, led by Matt Nork, PE, will be supplemented by our MWBE partner (Canyon Engineering Group) to perform misc. structural engineering design of features such as buried and above-grade structures, retaining walls, support facilities, storm drainage features, and other project features. We will prepare plans, specifications, special provisions, design analysis reports, cost estimates, and bid documents for construction or rehabilitation.



*DS East (Phase 1)
Storm Installation*

Pavement Design

Jacobs shall complete pavement designs for both Airside and Landside pavements, leveraging the expertise of our pavement technology expert Ania Motas, PE, and our **subconsultant partners (Geocal, Terracon, and APTech)**. Pavement section designs incorporate geotechnical findings and recommendations for structural loading, frost considerations, swell potential, soil types, subgrade strength, sub-surface drainage considerations, and anticipated traffic loading/forecasts. Airside pavement designs shall use the fleet mix from the latest DEN Master Plan and shall be completed in conformance with FAA AC 150/5320-6G "Airport Pavement Design and Evaluation," utilizing FAARFIELD. A Pavement Classification Rating (PCR) will be completed as part of the pavement design. Landside pavement designs shall be completed in accordance with CDOT, CCD, and AASHTO guidance, with consideration of current traffic counts, and projected growth of roadway systems and parking facilities.

Jacobs completes efficient pavement designs to save money on near terms capital requirements, while providing environmentally sustainable solutions with long-term durability and low maintenance costs.

Key to success of the utility coordination efforts will be continuous communication with DEN Management and Engineering Support personnel. DEN holds primary master development agreements with Xcel Energy and Denver Water. Jacobs will work to make sure that all agency communications are directed through the appropriate DEN manager for discussion with the utility owners.

Utility Engineering

At Jacobs, we understand the vital role Utility Engineering plays in planning, design, and infrastructure projects execution. Jacobs delivers high-quality, accurate, and innovative solutions for utility installations.

Utility Data Collection. Jacobs employs including 3D modeling and digital survey techniques to enhance visualization, supporting utility conflict resolution with real-time insights. Utility records research, stakeholder coordination, and geospatial analysis are used to establish baseline conditions. Through SUE investigations, survey, potholing, and geotechnical assessments, our team refines utility mapping and conflict identification, supporting informed decision-making throughout project planning. By implementing a methodical, technology-driven approach, Jacobs optimizes utility and survey data collection which mitigates risks, reducing delays and costs to DEN.

Utility Engineering. Jacobs’ expertise includes agency coordination, data records research, relocation management, conflict matrix management, conflict analyses, SUE Quality Levels A thru D, potholing and field investigations, asset documentation, and new utility engineering phasing-scheduling, plans, specifications, estimating, and permitting. With deep knowledge of Colorado Revised Statutes 9-1.5-103 and ASCE 38-22 Standards, Agency standards (Denver Water, Xcel Energy, Fueling Consortium), and DEN Specs (011810 Utilities Interface), we ensure regulatory compliance. Utility improvements will consider near-term installation objectives, while also planning for long-term development through coordinated alignment placements, sizing capacity considerations, and integration with DEN Master Planning initiatives.

Utility Coordinator. Our Utility Agency Coordinator (Kevin Custy) is a regionally recognized expert, having worked for CDOT Utilities (30 years) and as the Senior Utility Manager for Jacobs (14 years). Kevin brings established relationships with Xcel Energy and Denver Water, and has an intricate understand of utility agency standards, policy, and procedures. Kevin will be supported by our utility design SMEs, each with specialized utility experience. Our subconsultant partners serve as an extension of the Jacobs team, providing unique skills and experience that provide benefit to DEN. See Section 5 for the complete utility team.

Jacobs Experience. Jacobs has completed utility agency coordination, design, permitting, and installation oversight on the following major utility installation projects on DEN Airside: Great Hall, CEP, GARDI, and the DS East/West Facilities. Jacobs holds Master Service Agreements with Denver Water and Xcel Energy, affording our team an intimate understanding of these Agency policies and procedures. Kevin and his team bring extensive Landside experience, having worked on the CCD project for Central I-70. Kevin’s experience also includes the Happy Canyon Interchange, I-225 and Alameda Bridge Replacement, Aspen Castle Creek Bridge Replacement, Southbridge Interchange on SH 82, and the Montrose Airport New Intersection.

“The Central 70 project is the largest and one of the most difficult projects in the Denver Metro area CDOT has ever delivery for the traveling public. In all my years of delivering CDOT projects, I have never encountered a project with so many utility conflicts and utilities to relocate. Kevin Custy’s vast knowledge of utility management and professionalism is exceptional and has been demonstrated time and time again on the project.” –Donna Haight, CDOT C70 Utility Manager

Airside Engineering Services

Jacobs will provide planning, pre-design, engineering design, bidding support, construction support, and closeout services in compliance CCD-DEN and Federal Aviation Administration (FAA) standards, led by **Tripp Fox, PE (Airside DM) with our MWBE subconsultant partners (Shrewsberry, Aeris Engineering)**. Projects shall be delivered in accordance with DEN Design Standards Manuals (DSM), FAA requirements, and applicable City, County, and Federal standards. Airside projects on the Infrastructure On-Call include the rehabilitation of airfield pavements, airfield electrical and lighting systems improvements, utility installations, demolition, and site-civil design with earthwork grading and storm drainage systems improvements.

FAA Activities Supported by the Jacobs Team	
Reimbursable Agreement	FAA Form 7460, Airspace Review
Environmental (NEPA CAT-EX)	FAA Airport Survey (GIS)
Construction Safety Phasing Plan (CSPP)	FAA Reporting (EDR, Weekly)
Modifications to Standards (MOS)	DBE Annual Goal Reporting

Projects will be delivered to ensure compliance with all FAA Airport Improvement Program (AIP) standards for full grant funding eligibility and reimbursement to DEN, lowering out-of-pocket costs to the Airport. Jacobs has delivered numerous airside projects at DEN in full compliance with FAA standards; recent examples include: RW 17R-35L Rehab (2023), Airfield Pavement Evaluation (2024), and DS West - Phase 2 (2025).

Exhibit F

Landside Engineering Services

At Jacobs, our engineers develop Landside designs that consider cost, constructability, safety, functionality, operations, and maintenance, while seizing opportunities to deploy innovative solutions that enhance the safe and efficient flow of all modes of traffic. Our team has delivered civil and roadway design projects for CCD and CDOT through multiple on-call contracts for over 40 years. **The Jacobs Landside Roadway team is led by Angela Reid, PE, who will work with our MWBE subconsultant partners, including HCL Engineering, Hg Consult, ACL Engineering, and PK Electrical.** With our breath of transportation services, the Jacobs team is uniquely positioned to support DEN in delivering all of the Landside Engineering scope needs outlined herein.

Roadway Design

The roadway corridor and pavement design will be closely coordinated with our traffic engineers and multimodal experts to determine optimal configurations for vehicles, bikes, and pedestrians, providing safety, ADA compliance, and planning for both current and future use of the corridor. Our drainage and roadway teams collaborate to manage on and off-site drainage (stormwater) and erosion control; we effectively and integrate green infrastructure where appropriate. Our structural engineers confirm that design decisions support cost-effective, efficient structures. Additional services include maintenance, rehabilitation, widening, and median improvements. We employ industry-standard design platforms, including AutoCAD, MicroStation, OpenRoads Designer, and InRoads. Expertise in innovative data analysis tools such as StreetLight InSight and decision-making frameworks like Multi-Objective Decision Analysis (MODA) are employed to support data-driven planning and design. Jacobs’ agency coordination and oversight ensures compliance with CDOT, CCD, RTD, AHJ, property owners, and all other project stakeholders to ensure compliance with all legal, code, engineering, permitting, and agency requirements throughout the project delivery period.

Lighting & ITS Design incorporates layered light (ambient, task, and accent) to highlight features, enhance mood, and support specific activities, considering factors like light color, distribution, and energy efficiency. Intelligent Transportation Systems (ITS) incorporates smart lighting as a key element to improve safety, manage traffic, and provide real-time information to drivers, enhancing the overall user experience within the transportation network.

Bridge Design

Jacobs bridge engineering includes structural design, structural analysis, visual inspections, Bridge Preventative Maintenance (BPM) and Rehabilitation, load ratings, structure selection reports, lighting, pavement design, utilities, and hydrology and hydraulics (Exhibit 3-3). Our design and analysis team includes industry experts in finite element analysis (FEA) programs such as MIDAS, Larsa, and CSiBridge. Our team is fluent in the use of Bentely LEAP Bridge, PGSuper, MDX, Ensoft LPile, spColumn, and AASHTOWare BrR. Jacobs further enhances traditional inspections with UAV (drone) imagery and non-destructive testing. We have certified inspectors for traditional and non-redundant steel tension members (NSTM). This experience assists in accurate analysis of both new and existing structures in static, dynamic, and modal analyses. Agency compliance and coordination will take place through DEN, CCD, CDOT, RTD, DTO, LPA, MHFD, and FEMA (CLOMR/LOMR), as applicable. **Bridge Design Services will be led by Beth Tosti, PE and supported by our MWBE subconsultant, who recently completed the DEN Southeast Level 6 Bridge Repair project.**

Exhibit 3-3. Jacobs Bridge Experience Summary

Agency	Description
DEN	Southeast Level 6 Bridge Repairs
CCD	Bridge Policy Manual Development Lead
CCD	DOTI Bridge Department Staff Augmentation
CCD	Speer Boulevard Bridge & Tunnel Improvements
CDOT	I-70 & Ward Road Bridge Replacement Program
CDOT	Bridge Preventative Maintenance Program Lead

Traffic Engineering & Control

Led by Michael Heugh, PE and MWBE partner ACL Inc., Jacobs supports Traffic Engineering studies design, from single-intersection signal warrants to intersection, interchanges, and broader roadway network applications. Services include traffic data collection, safety analysis/modeling, signal timing, and design. Jacobs excels in smart work zone (SWZ) technologies for the management of traffic through construction areas. Our team has expertise in micro-simulation software utilized by CCD, incl. Synchro, VISSIM, RODEL, SIDRA, and Tru Traffic. Jacobs will utilize AI-based tools like 4M Analytics to reduce utility identification costs in early project phases, and CESS to improve the efficiency of CAD work associated with traffic control design.

Exhibit F

Jacobs can apply advanced signal timing strategies, such as MaxTime user logic, to support multimodal infrastructure, ensuring signals adapt to evolving urban mobility needs. Jacobs is also familiar with state-of-the-art software such as Cubic's newly released Signal Performance Measures (SPM) to optimize signal timing recommendations based on real-time traffic data. **Jacobs leverages proprietary toolsets such as StreetLight Data to provide CCD-DEN the most advanced and comprehensive traffic planning services.** See Section 1 for more information on StreetLight value to DEN.

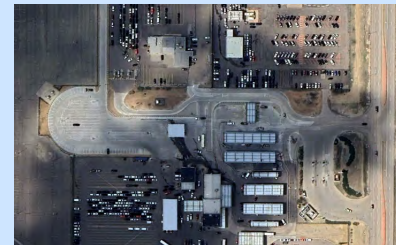
JACOBS VALUE+**StreetLight Analytics Produces Optimized Traffic Outcomes**

With major construction underway on the I-285/SR 400 interchange in metro Atlanta, GDOT needed a better way to manage lane closures without worsening traffic on one of the most congested corridors in the country. Employing StreetLight data analytics, Jacobs developed an optimized lane-closure plan that minimized disruption, saving time and reducing costs on the construction project. "StreetLight's real-time data kept traffic moving and construction progressing—without the typical gridlock or frustration," says Derrick Vincent, PE VP Client Account Manager - GA Transportation. "It allowed GDOT to react quickly and confidently to changing traffic conditions, minimizing disruption for commuters."

Parking Facilities & Access Control

The Jacobs team is experienced with Parking Facility Design and brings a team of local experts to ensure these facilities integrate into the larger DEN master plan. Our team consider factors such as space efficiency, wayfinding, traffic flow patterns, and entrance and exit points. Safety and accessibility are integrated with pedestrian safety measures, ADA compliance, optimized lighting design, physical separation barriers, and signage and markings. Access control systems manage and monitor who enters and exits a parking area, enhancing security and operational efficiency, with credentialing technology (RFID tags, LPR, access cards, keypads, and intercoms).

Security features such as security camera linked to DEN networks, emergency call stations, and security staff booths are crucial. Jacobs will assist DEN in coordinate with parking vendors to provide optimized technology to reduce operating costs and maximize revenue generation for the City. Forward thinking technologies such as AI software integration for stall capacity monitoring and operational functional efficiency will be employed, in concert with technologies such as electrical vehicle charging stations and solar power generation.

JACOBS IN ACTION**Parking Facilities***Calawba Court Repurposing project**Worldport Parking Expansion project*

Jacobs has completed numerous Airport parking facility designs, including most-recently at DEN with the Calawba Court Repurposing project and the Worldport Parking Expansion project. As the DEN ConRAC PMT, Jacobs brings unparalleled understanding of Landside Parking facility master planning.

Construction Support Services

Jacobs is the industry leader in construction planning and execution, offering a wide array of services to support DEN with experienced staff on both Landside and Airside construction support services, including Phasing Plans (TC & CSPP), Schedule, Constructability, SMS & SRMP, Site Observations, Change Engineering, test report reviews, submittal reviews, RFI responses, pre-con and weekly meetings, health and safety, FAA Construction Management Plans, IFC and Record documents (drawings, specs, BIM), permits, schedule management, Envision compliance, final inspections, and closeout. We will prepare a construction schedule based on the project phasing, construction disciplines, quantities of work, discipline dependencies, and proven production rates at DEN and CCD/CDOT. Jacobs' construction documents expedite completion of projects, while minimizing operational impacts, adhering to project milestones, stakeholder coordination, long-lead items, and utility workflow planning. **The Jacobs Construction Support Services Manager (Adam Lungren, PE) will leverage the deep bench of experienced construction support engineers to meet any DEN need.**

Exhibit F

Successful Project Delivery – Demonstrated Experience, Challenges Identification, and Approaches for Resolution

Successful project delivery involves a thorough understanding of the required scope, and an in-depth understanding of the complexity, challenges, and issues involved in planning and performing that work. Our understanding of these issues, along with our approach and philosophy for dealing with problems and our sensitivity and experience dealing with key issues related to the scope of work, are shown in **Exhibit 3-4**.

Exhibit 3-4. The Jacobs team brings an in-depth understanding of both the challenges and proven solutions for DEN Infrastructure projects.

KEY PROJECT CHALLENGES	APPROACH/PHILOSOPHY	COMPLEXITY/SENSITIVITY	EXPERIENCE	EXAMPLE PROJECT
FLEXIBLE, NIMBLE, AND EFFICIENT	DEN's single point of contact is Chad Picard (Contract Manager). Upon contact from DEN, Chad will identify the necessary technical experts (SME). Chad will leverage Kelly Harris to integrate key MWBE partners. A pre-proposal meeting will be held to identify major scope items.	Delivering the varied scope of work requires dynamic and flexible service resources as priorities, funding, and stakeholder needs change. We understand DEN's needs. With the size and diversity of our resources, Jacobs can quickly adjust to meet those needs.	The GARDI program shows how we can quickly serve DEN by integrating experts in planning, buildings, facilities, civil, structures, and other disciplines as needed, while being responsive and maintain quality deliverables.	DEN GARDI CCA South was delivered for BID in 6 weeks, following DEN NTP in early 2024. Jacobs mobilized specialized experts with GARDI experience to deliver this work on time, to meet funding and UAL gate availability and their "Gates of the Future" project.
EMBRACING MWBE PARTNERSHIPS AND GOALS	Jacobs is integrated with CCD DSBO and our local community. We work closely with partners to bring the best MWBE firms to our team for each project and follow our MWBE utilization plan, aiming to exceed contract goals.	Jacobs and CCD-DEN are aligned in our social activism and promotion of MWBE. Jacobs mentors MWBE firms to grow the necessary resources to keep DEN a thriving and growing Airport.	Working with DSBO, Jacobs is the leader in advancing MWBE firms' interests. Our diverse team is experienced in delivering work with select specialist MWBE firms.	Jacobs is leading delivery of the RW 17R-35L Rehab project and is partnered with 6 MWBE firms to provide Geotech, pavement inspection, ENVISION, CSPP, EC-Drainage, CCD-DW Permits, and civil design services.
OWNER AND STAKEHOLDER COMMUNICATIONS	Coordination with Stakeholders by hosting meetings, early-and often. Agenda with a Risk and Opportunity section to identify issues and mitigation strategies. Use of an Issue Tracking Log to track unresolved and critical project design issues, due dates for resolution, responsible parties, and comments for final resolution.	Communication on key issues allows for change mgt, minimizing project impacts. Stakeholders include DEN, CDOT, CCD, RTD, Airlines, FAA, ATCT, FBOs, DW, Xcel Energy, Concessionaires, and other Consultants.	Our PM and CM both have recent and extensive experience successfully using this approach, with proven change management success; received positive feedback from the DEN project management team.	The DEN Calawba Court Repurposing project was delivered on an accelerated schedule, and required extensive coordination with numerous Stakeholders and Business Operators to ensure the project met all requirements for operations, cost, and schedule.
MINIMIZE OPERATIONAL IMPACTS	Employ strategic phasing, traffic control, and limited closure areas/windows to minimize impacts to Airlines and the travelling public. Employ lessons learned from past projects. Introduce innovative construction practices.	Closure of RW, TW, and Ramps in both the Movement and Non-Movement areas negatively impacts airline operations and should be avoided to the greatest extent possible. Maximize traffic volumes to ensure capacity is maintained in work zones.	Jacobs has implemented CSPP planning on DS West and the RW 17R-35L Rehab project to minimize operational impacts to users. I-25 South Gap impacts were minimized due to exemplary Traffic Engineering and MOT.	Jacobs delivered the Atlanta I-285/SR 400 interchange project. Georgia DOT reported smooth traffic flow, few public complaints, high traffic visibility, and nominal for commuters due to Jacobs Traffic Engineering & MOT plans.
BUDGET CONSTRAINTS	Coordinate with the DEN project manager and clearly understand all facets of the program funding. Identify all funding sources (Bonds, Grants, AIP, PFC, CFC, TIF, CCD, Private).	Maximize project funding resources; optimize eligibility of scope components. Structure bid with Fed and Non-Fed components and bid alternates for flexibility in award.	Jacobs and DEN PM/Finance facilitate budget discussions at project kickoff. Monitor funding allocations during project delivery and award; ensure max funding usage.	Jacobs delivered the Airfield Pavement Evaluation and 5-year Airfield CIP, optimizing Fed and NF funding sources to stretch budgets and complete as much airside work as possible.
SCHEDULE	Prepare a detailed project schedule showing the entire project duration, including all milestone submittals. Include contingency float for disruptive events. Review schedule changes with DEN and distribute to the entire project team.	Incorporate timeline for contract NTP award, design, review periods, CCD and Stakeholder requirements, bidding, procurement, long-lead items procurement, and construction schedule constraints.	Prepare a P6 schedule for the project. The schedule is discussed in regular project coordination meetings. Jacobs embodies flexibility in scheduled milestones to meet DEN Stakeholder needs.	GARDI, DS East/West Runway 17R-35L Rehab Airfield Pavement Evaluation I-25 South Gap Lincoln Avenue Interchange

4. Proposed Work Plan & Approach



Exhibit F

The Jacobs team will continue to offer our extensive experience managing Infrastructure projects at DEN, with an organizational approach that has allowed us to deliver projects for the Airport on-time and within budget; a practice implemented since the Airport's inception.

Our project approach employs an integrated team effort in which all members of the design team are thoroughly involved in the design process.

Members typically consist of the Jacobs design team and subcontractor partners, DEN agency staff, Stakeholders, AHJ, and other Consultants. Maintaining effective lines of communication between all groups involved in the design process is the key to a successful project.

Management and Organizational Approach

A new task order will be issued for each project assignment, which we will treat as a separate project with its own stand-alone workplan, schedule, and budget. Our team will mobilize immediately upon receiving the Airport's Notice-to-Proceed (NTP) to begin work. All subconsultants included in the project team will be directly involved with the work as an extension of Jacobs staff. Project reporting systems include Unifier as the central repository for all deliverables. ACC, ProCore, ProjectWise, Bluebeam and other programs are leveraged as applicable to the project and stakeholder agencies involved in the work. The project kickoff meeting is an efficient way to define the project's scope, field work schedules, environmental and permitting requirements, bidding schedules, and construction budgets.

Interim Design Phases

The interim design phases consist of preparing detailed design documents at various levels of completion. The submittals at these design phases include drawings, specifications, design analysis report (DAR), construction cost estimate, construction safety and phasing plans (CSPP) or traffic safety and phasing plans, and a construction schedule. Each submittal is entered into the DEN Unifier system and ACC. We utilize SharePoint and Bluebeam for collaborative team reviews and documents transfers to DEN. This allows us to seamlessly exchange information and documents with the project team.

During the Proposal Phase, Jacobs will work with DEN to identify a clear scope for the projects. The Jacobs PM will meet with DEN staff to ensure the project's needs have been incorporated into the Proposal. During this phase, it is important to work closely with DEN staff and project stakeholders to understand the project needs and develop solutions that address the key issues. This minimizes the need for rework and schedule delays later in the design process.

Experienced Project Team

Project technical challenges require broad, in-depth experience with CCD-DEN operations, planning, environmental, design, maintenance, and construction. **Our team has extensive experience working with CCD, CDOT and DEN.** See Section 5 for the Jacobs Team key personnel and MWBE subconsultant partners.

The Jacobs team are experts in all Landside and Airside applications to be included with the Infrastructure On-Call. Key Management personnel have all successfully managed and delivered projects at DEN. Jacobs leadership actively oversees major technical components during the life of the project. The Task Order PM has the responsibility of coordinating the individual components within each task. Jacobs' flexible organizational strategy allows us to accommodate the demands of simultaneous assignments, while bringing the appropriate expertise.

Jacobs employs a strategy for right-sizing project staff to offer DEN technical expertise in a cost-effective manner that meets each project's specific needs.

A project work plan will be formalized in a single, accessible Project Execution Plan (PEP), developed specifically for each assignment. The PEP serves as a detailed project roadmap for the entire team. Key elements of the PEP include project goals, risk, quality, health and safety, detailed scope, contract details, task budgets, schedule, deliverables, procedures and administrative plans, design standards, and Envision goals. The PEP includes assignment task lists, budgets, and schedules that serve as a basis for measuring progress success throughout the project life-cycle.

Exhibit F

As a first order of work, the Jacobs team will enter the Pre-Design Phase and conduct the necessary field investigation work such as topographic survey, pavement inspections, the geotechnical investigation and subsurface utility investigations (SUE). Collecting this field data early allows the team to make informed design decisions and identify issues and provide solutions early in the design process. Design documents will be prepared in accordance with the agency standards and the DEN Design Standards Manual. Jacobs familiarity with FAA Advisory Circulars, Denver Water and Xcel Energy standards, CCD's Transportation Design Standards, Storm Drainage Design Criteria, and Transport Design Signal, Signage, and Marking Standards, along with CDOT M&S standards, will ensure projects designs comply with all agency criteria.

Drawings

For design drawings preparation, AutoCAD Civil 3D will be used as the primary CAD program. BIM submittals will be provided with each major milestone submittal. As we have prepared many design documents for DEN, Denver Water (DW), CCD, and CDOT in recent years, Jacobs is familiar with DEN DSM and AHJ drawing CAD standards. Standard details, plan format, and design elements from similar projects are available for use on new projects, saving DEN time and money.

Specifications

Our team is knowledgeable with DEN Division 01 General Requirements, DEN standard technical specifications, FAA technical specifications, Utility Owner Agency specifications, and the processes required to edit the specifications to provide criteria that will give DEN quality construction materials and processes that are compliant with all applicable project technical standards.

Design Analysis Report (DAR)

Jacobs has developed a standard DAR template that meets DEN and FAA requirements, and provides a concise summary of design criteria, assumptions, and calculations. The DAR will provide DEN with a technical record of the project design and serve as a single source for project documentation. On applicable projects, our team will assist DEN with preparation of a Drainage Report that follows the requirements in the DEN Storm Drainage Master Plan and the CCD Storm Drainage Design and Technical Criteria.

Construction Cost Estimate

Jacobs understands the bidding environment at DEN and the costs associated with conducting work at the Airport. Jacobs provides contractor evaluation-level cost estimates based on fuel costs, haul distances, batch distances, labor cost, material costs, and incidentals, consistent with how DEN Contractors prepare bids. This allows Jacobs to provide accurate cost estimates and understand where excess program costs reside in the project, so Jacobs can tailor each project to fit the budget. Our proactive approach involves continuously monitoring the market to forecast trends and utilizing predictive analytics to anticipate and mitigate potential cost increases. We will prepare a cost estimate based on our extensive DEN bid tab library and current unit prices. We will leverage our estimating experts, in coordination with DEN estimators, to complete independent construction cost estimates.

We have developed a propriety software program that interfaces with AutoCAD Civil 3D to develop construction quantities. This program eliminates quantity discrepancies that can lead to unexpected cost escalations during construction.

Construction Planning, Phasing, and Engineering

Airside. We will work closely with DEN Operations staff to develop a detailed CSPP plan which minimizes airside operational impacts and is fully compliant with FAA AC 150/5370-2 *Operational Safety on Airports During Construction*. The CSPP outlines construction phasing plans, airfield closure areas, AOA gate access locations, staging areas, stockpile locations, and haul road access plans. These efforts will include the depiction of closed pavements, low-profile barricades, flagger locations, construction signage, airfield lighting and signage modifications, and designated construction access locations.

Landside. In coordination with DEN and CCD/CDOT, Jacobs will develop maintenance of traffic plans, construction phasing plans, staging, stockpiling locations, and haul road access plans. These efforts will include the depiction of barriers, headlight shields, flaggers, variable message signage (VMS) locations, construction signage, and construction access locations in addition to an emergency response plan guidance document for the Contractor to establish during construction.

Construction Schedule

We will prepare an anticipated construction schedule in close coordination with DEN and applicable Stakeholders, based on the operational restrictions, project phasing, construction disciplines, quantities of work, and proven production rates at DEN and with CCD/CDOT. We will use this schedule to confirm the planned construction milestones and associated liquidated damages to minimize construction scheduling conflicts and extended closures.

Owner Review

Each design phase also includes a page-turn review meeting with DEN, CCD, and CDOT, stakeholders, and all applicable AHJ to collect review comments and discuss critical design decisions. We outline the critical elements of the design, with a specific focus on questions and design input from DEN, agencies, and stakeholders. We prepare a detailed agenda to conduct an efficient review meeting with documented meeting minutes. We provide responses to all review comments, utilizing tools such as Bluebeam project collaboration software.

Bid Phase

We will update the 100% design documents to Bid level prior to issuing the documents to DEN for bidding purposes. We will attend the Pre-Bid Conference and site visit, respond to contractor questions during the bidding process, and prepare and issue addenda (as necessary). After the bid opening, we will conduct a bid evaluation and assist with preparation of the bid tabulation. The results will be summarized in a Recommendation of Award (ROA) letter. All addenda will be incorporated into the documents and Issued-for-Construction (IFC) contract documents will be provided.

JACOBS IN ACTION
I-25 South Gap



The Jacobs team served CDOT on a recent keynote project, the 18-mile I-25 South Gap project between Castle Rock and Monument. The project was delivered using the construction manager/general contractor (CM/GC) delivery method, requiring expedited project delivery to meet funding requirements and complex traffic phasing needs. The I-25 South Gap project went through a series of design iterations, including value analysis of the pavement section to determine the cost benefit of increasing the proposed pavement section strength and enhancing the existing pavement section. We implemented our expertise with CDOT design standards, plans, specifications, estimating, and standards throughout project delivery, as it would be for any Pena Boulevard or similar project work.

Permitting

Jacobs has extensive experience with local agency permit filings and acquisitions through CCD, DW, and DFD. Jacobs is familiar with each permitting agency’s specific formatting requirements, technical summary filings, and submission and filing portals. **We leverage this expertise for timely permit approvals to keep the construction project on the desired schedule.**

Jacobs created an SOP Instructions Manual and a Permitting Log Tracker for CCD-DW-DFD Permitting on all precent projects delivered at DEN. The manual and log are kept current to adhere to current standards, compliance requirements, and so that permits are filed with the appropriate agency contacts.

JACOBS VALUE+ Permitting

Agency	Permit	Contact
CCD	CASDP	Phillip Kim
	SSPR (SDG & SAN)	Phillip Kim
DW	Water Distribution System	Ana Seigle
DFD		JD Lanz
CCD	COMMCON	David Carnicelli
	SUDP	Brenda Boeck
	Electrical	Nancy White
	Plumbing	John Armstrong
	Structural	Meredith Hall
	Fire (Cathodic, DIW Trench Drains	JD Lanz
	Architectural	Meredith Hall

“Claire - It was a pleasure working with you and the rest of the Jacobs team [on the DEN DS East project]. Jacobs being ahead on the largest design changes on the project and working to help prioritize the unknowns that arose was a huge help to keep the project moving forward in a positive direction. We appreciate Jacobs' commitment to participation and communication on the project through weekly on-site meetings, phone calls/emails, project weekly coordination calls, and critical item reviews through the entire project.”

–Stephen Wheeler, PE - Flatiron Constructors.

Services During Construction

DEN requires construction phase support services during the construction project. These services typically include:

✓ Attendance at construction meetings	✓ Review shop drawings and submittals	✓ Review Requests for Information
✓ Interpret the contract documents	✓ Permit filings	✓ Change Management Services
✓ On-site observations services	✓ Final Inspection	✓ Record Documentation

Quality Control

At Jacobs, producing a quality product is a core value. We rigorously apply quality management to every project with the challenge to build quality into the initial product, not add quality into the project at the end. **See Section 1 which describes the Jacobs QC process.**

“Culture drives performance – a high-performing and inclusive team always delivers incredible impact for our clients.”
–Bob Pragada, CEO, Jacobs

Project Coordination

We have found that the most effective project coordination results from internal team meetings, either in person or over MS Teams, as well as weekly coordination calls with the project team, including DEN staff and our subconsultants. An issues tracking list (ITL) is maintained that contains all critical project design issues, including a due date for resolution, responsible party, and a comment section to show current information. The construction Bulletin Log is maintained during construction to track issues and their resolution for contract revisions and timely on-site issue resolution.

During the DEN GARDI Concourse A construction projects, Jacobs staff leveraged design coordination calls among internal and external team members to address and resolve in expedited fashion all of the complex design, phasing, and agency coordination issues

“I do want to recognize the great CA Services work that the Jacobs team has done on the DEN GARDI Concourse A48-A60 project. Your team has had constant communication with both DEN PMT and the general contractor, which has led to the quick resolution of field issues.”
–Hunter Wardlaw, DEN PM

Methods to Coordinate With Other Consultants and Agencies

To facilitate coordination with other Consultants, we recommend design coordination meetings with team staff occur at key design milestone periods and coordinated with respective DEN PM leadership. At the project onset and scoping, the Jacobs PM will coordinate with the DEN PM to inquire about relevant concurrent project work that we need to consider in our project delivery. We will work with the DEN PM to integrate the other Consultant teams early-and-often in the project delivery process, so that effective collaboration takes place at each project milestone.

This process is successfully implemented on the design of every Jacobs project. During design, weekly coordination meetings are held to discuss various interconnected work items and lessons learned such as the construction schedule, construction phasing and site access, pavement requirements, and utilities. These meetings are crucial in developing successful design documents that incorporated lessons learned.

JACOBS IN ACTION
Brighton Boulevard Improvements | CCD

Jacobs led the transformation of this corridor into a vibrant, multimodal thoroughfare and leveraged innovative strategies, keeping the improvements within the footprint, to avoid costly ROW acquisition.

The team developed a flexible implementation strategy in collaboration with long-time property owners and new developers. This allowed all linear street elements to be built within the existing 80-foot ROW and/or the final 120-foot ROW.

The phased approach included adding sidewalks, access control, tree canopy, stormwater planters, and a raised cycle-track. Today, Brighton Boulevard stands as a thriving mixed-use corridor that preserves its industrial heritage, while embracing modern, environmentally sensitive infrastructure.



Exhibit F

Project Schedule - Experience Drives Results

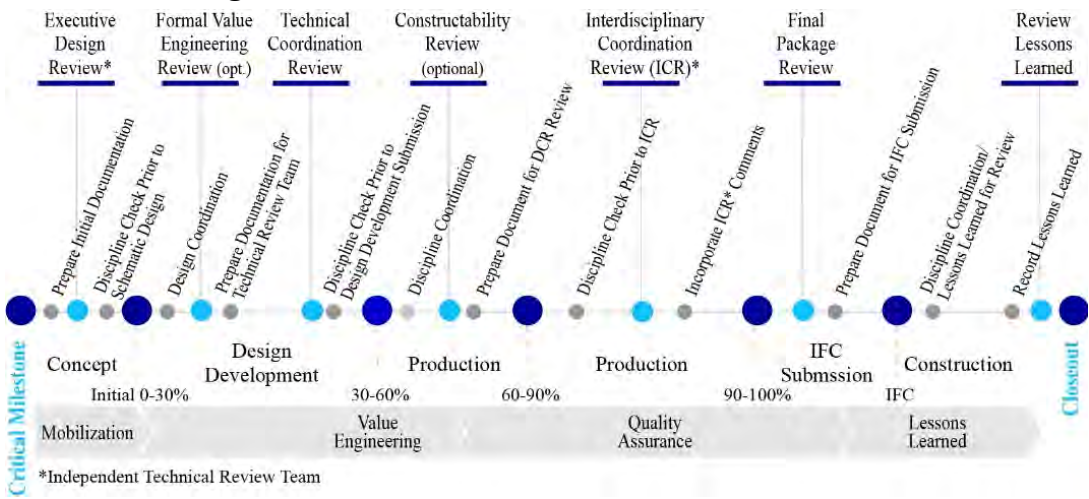
Jacobs has the experience and resources necessary to successfully deliver DEN Infrastructure projects and respond to the schedule requirements necessary to meet even the most demanding project design and construction schedules. Through continuous schedule monitoring, our experienced team will ensure project work scope activities, decision points, milestones, and deliverables are included in the baseline schedule. Jacobs will establish a Change Management process for review of proposed schedule changes, their impacts, and corrective measures.

Project Scheduling Methodology

Upon receipt of Notice-to-Proceed, Jacobs will develop the schedule to identify key milestone activities and critical path activities. The P6 project schedule will be developed initially during the proposal phase, in direct coordination with DEN, FAA, CCD, CDOT, Utility Agency Owners, and all other Stakeholders. Once the baseline schedule is accepted, it will be discussed at the scheduled team meetings. The meeting agenda includes a 30-day look-ahead to focus attention on schedule expectations from the team and touch points for DEN. With any required change in the schedule, mitigation measures are discussed, and adjustments are made to ensure timely project delivery. Mitigation strategies include parallel delivery teams, parallel stakeholder review meetings, over-the-shoulder check-ins on design to reduce official review time, and risk evaluation of tasks to determine potential for scope changes that need to be coordinated.

The project schedule will be developed in accordance with DEN DSM requirements, including Pre-Design, 30%, 60%, 90% and 100% design milestones. Following the design period, the Bidding Support Phase will be integrated into the schedule. For projects requiring Construction Support Services, Jacobs will scope and schedule these for the construction project duration, followed by Closeout Services.

Exhibit 4-1. Design Review Process



JACOBS VALUE+ Accelerated Project Delivery

Project Name	Original Contract Completion Date	Actual Final Accelerated Delivery Completion Date
Gates C40 & C42 Rehabilitation	NTP to IFC in 2 months	
GARDI A Package 1 (Gates A46-A60)	NTP (100% Design Documents) to IFC in 4 weeks	
GARDI A South (Gates A34, A36, A38)	NTP (50% Design Documents) to IFC in 6 weeks	

Jacobs will evaluate, incorporate, and manage the following elements to mitigate delays in project execution:

- Agency compliance items
 - Systems testing, commissioning, and startup
 - Construction support to avoid delays during construction
- Long-lead and specialty items procurement time frames
 - Consultant partnering for concurrent project considerations
 - Airport activities and airline operational mandates (summer travel)
- Scheduling for required utility interruptions
 - CCD Permitting planning and execution

5. Key Personnel & Ability to Respond



No one team understands DEN On-Call contract goals and priorities better than Jacobs’ proven group of Transportation leaders. The key staff members identified in this section are veterans of the Transportation industry with extensive CCD-DEN project delivery experience. The Jacobs team has successfully delivered numerous Airside and Landside projects for DEN. Staff are locally based and will be committed to the DEN Infrastructure On-Call Program.

Organizational Structure

Exhibit 5-1, on the following page, outlines our team’s organization chart and the reporting relationships of our team. **Contract Manager and Sr. PM Chad Picard, PE**, provides a single point of contact for the DEN PM for all staffing and contractual needs. Chad will have access to, and regular communication with, the Principals of each subconsultant firm on the Jacobs team. Together with outstanding, experienced personnel, our team will provide the processes, approaches, and solutions for project delivery that will empower DEN to operate economically, efficiently, and safely.

Key Personnel

The key personnel outlined herein are responsible for the overall management, design, and direction of this team, including direct communication with DEN, development of operating policies and procedures, cost estimating, scheduling, and construction management and administration.

Our process starts with Chad meeting with DEN Leadership to fully understand the project needs, budget, and schedule. Chad will be supported at the task management level by **Claire Marshall, PE (Airside Project Manager)**, who brings a wealth of Aviation management and project delivery industry experience at DEN. In addition, Chad will be supported by **Aaron Swafford, PE, Angela Reid, PE, and Erik Nyce, PE (Landside Project Managers)**, who each have experience with local Transportation project delivery. Chad will engage our proven task leaders, including **Tripp Fox, PE (Airside Design), Angela Reid, PE (Landside Design), Kevin Custy, PE (Utility Engineering), and Adam Lungren, PE (Construction Services)** to customize the project team for each Task Order, to efficiently deliver the project and meet the specific project objectives. Chad and the assigned task leads will also coordinate with our **Principles (Bill VanHercke, PE; Bill Lang, PE)** and the **Jacobs CCD DSBO Coordinator (Kelly Harris)** to identify Minority and Women-Owned Business Enterprises (MWBE) partners whose skills best-fit the project scope and who have the capacity to deliver on the required schedule. Dedicated Quality Management will be employed on each project and will be lead by **Joel Harry, PE (Airside) and Doug Stremel, PE (Landside)**.



“I am excited to continue to serve DEN and lead an incredible, diverse team of experts, ready to deliver multi-disciplinary services on the DEN Infrastructure On-Call Agreement. Through partnership with DEN and all agencies and Stakeholders, we commit to successful delivery that exceeds DEN expectations with each project executed on the On-Call.”

Our team encompasses local responsiveness, versatility, and flexibility in assigning and managing design and support staff.

Jacobs’ largest design center of Aviation and Transportation professionals is in our Denver office, which includes more than 250 Aviation, Transportation, and Infrastructure staff. These and our partners’ locally based professionals enable us to scale up, if necessary, to meet accelerated design and construction schedules. Our team members are ready to respond to all general duty assignments and special requests.

We offer a team that has recent and relevant project experience with DEN. The work on this On-Call contract will be performed in our Greenwood Village and Downtown Denver offices.

Prime Consultant Information			
Jacobs Engineering Group Inc.	Work Assignment: Prime Consultant	Address where work will be performed	717 17th Street, Suite 2750 Denver, CO 80202
Total Staff	957 total; 851 professional, 106 support	Transportation/Aviation Dept.	250 total; 235 professional, 15 support

We have specifically chosen our highly-qualified team for this On-Call contract to provide experienced, local, technical professionals who will be dedicated to DEN for the entire duration of the contract. See the attachments for resumes of all key staff profiled in our Proposal.

Exhibit 5-1. Organization Chart

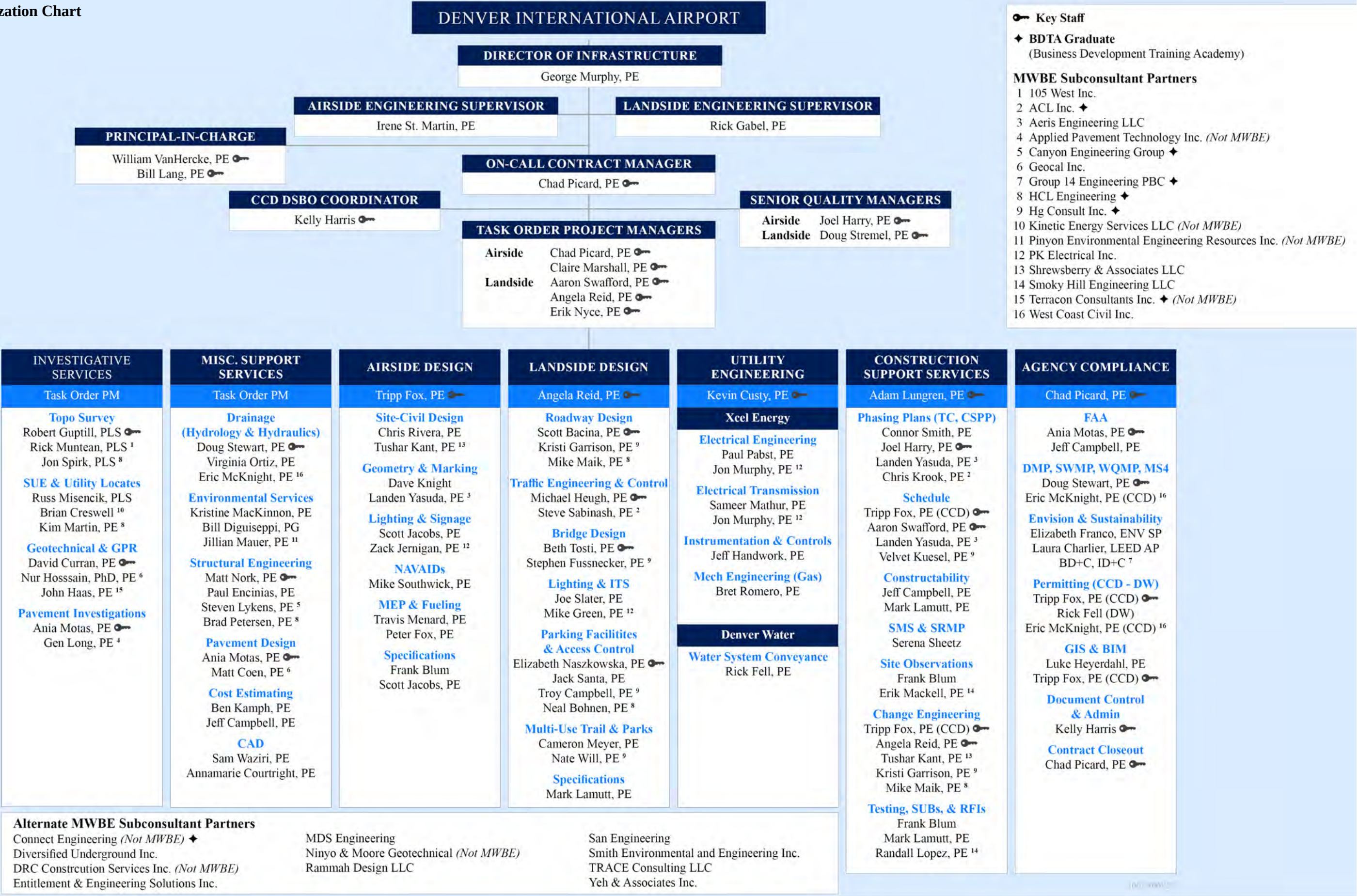


Exhibit F

Subconsultant Qualifications

Jacobs is excited to bring our strategic MWBE subconsultant delivery partners to serve the needs of DEN on this On-Call contract. Each of our subconsultants has been chosen for their qualifications; we have experience working with many of them on previous or ongoing work at DEN. The firms have made a commitment that the firm's contracted workload will enable its identified staff to successfully complete this project. We present each of the 16 subconsultant firms in Exhibit 5-2 below.

With the inclusion of these firms, our team provides the full depth of resources and services necessary to complete projects executed on the Infrastructure On-Call, while meeting or exceeding the 21% minimum MWBE contract goal.

Exhibit 5-2. Our Teaming Partner Firms for this On-Call Contract

Firm / Services to Perform	Firm Summary
 Topographic Survey Certification: MWBE, DBE, SBE Estimated %: 3%* Address: 4201 E. Yale Ave., Denver, CO 80222 Staff: 12 total: 4 professionals, 8 support	105 West Inc. specializes in the transportation industry, including aviation services. This focus has resulted in the development of proven techniques for safely producing accurate design surveys, ownership maps, right-of-way surveys, and control diagrams for all modes of transportation. Over the years, 105 West has performed a wide range of surveys at DEN and has an extensive background in navigating the DEN process working in conjunction with the Jacobs Surveying Group, Project Managers, and Escorts to streamline the survey to keep the design team on track for major project milestones.
 Traffic Engineering and Control Phasing Plans (TC) Certification: MWBE, EBE, SBE Estimated %: 5%* Address: 17877 W. 53rd Dr., Golden, CO 80403 Staff: 4 total: 3 professional, 1 support	ACL, Inc. is a small, certified, woman-owned business that provides transportation-related consulting engineering services throughout Colorado and at DEN. Their business is centered in three areas: 1) traffic engineering including traffic signal design, traffic signal operations and corridor timing, signing and striping design, and construction phasing and traffic control plans; 2) the design and management of safety improvements on intersections, streets, and highways; and 3) planning, design, and management of multi-modal facilities including recreational trails and paths, bike lanes, sidewalks, and ADA facilities.
 Geometry & Marking (Airside), Construction Schedule (Airside), Phasing Plans (CSPP) Certification: MWBE, DBE, SBE, EBE Estimated %: 10%* Address: 865 Albion St, Ste 250-18, Denver, CO 80220 Staff: 3 total: 3 professionals	Aeris Engineering specializes in airfield design and engineering solutions. With over 50 years of combined experience, their licensed professional engineers deliver comprehensive airfield design and engineering services, including runway, taxiway, and apron design and reconstruction. Aeris provides complete design and project management from planning through construction administration, ensuring on-time, on-budget delivery while maintaining strict FAA compliance and safety standards.
 Pavement Investigations Certification: Non-MWBE Estimated %: 5%* Address: 1908 S First St., Ste 201, Champaign, IL 61820 Staff: 80 total: 51 professional, 29 support	APTech provides clients airport pavement solutions, including Pavement Management Programs, Pavement Classification Ratings, performing FWD testing and coring, FAARFIELD pavement designs, life-cycle cost analyses, specifications and plans, and integrating these results into realistic maintenance, rehabilitation, and reconstruction plans for clients. APTech performs investigations quickly to meet deadlines and reduce operational impacts. APTech recent experience at DEN includes the Airside Pavement Evaluation (2021), Landside Pavement Evaluation (2022), and the Runway 17R-35L Rehabilitation project (2023).
 Structural Engineering Certification: MWBE, EBE, SBE Estimated %: 4%* Address: 1211 Avery St., Unit 201, Golden, CO 80403 Staff: 7 total: 6 professional, 1 support	Canyon is a MWBE, employee-owned, Colorado-based firm that provides structural engineering support, previously working with Jacobs on the DEN SE Level 6 Bridge Repair and DEN ALESE projects. Canyon has experience with both the design and inspection of a wide range of bridge types, including Prestressed Concrete Beam Bridges, I-girder Steel Bridges, Timber Bridges, Retaining Walls, Box Culverts, and Sign Structures. Canyon also provides rehabilitation services for aging infrastructure, as well as load rating analysis and condition assessment of existing structures.

Exhibit F

Firm / Services to Perform	Firm Summary
 Geotechnical Engineering and Pavement Design Certification: MWBE, DBE, SBE Estimated %: 6%* Address: 7290 S. Fraser St., Centennial, CO 80112 Staff: 56 total: 53 professionals, 3 support	Geocal, Inc. has completed over 7,000 geotechnical investigations in Colorado, primarily associated with transportation and infrastructure projects for CDOT, RTD, CCD, and other municipalities. Geocal has experience on several projects at DEN with Jacobs, including the Pavement Evaluation Project, the DS-West Project (Phase 2), and the Runway 17R-35L Rehabilitation project. Typical geotechnical engineering scopes of work include Airside pavement and soils investigations, foundation designs for structures, and slope stability analyses for retaining walls. Geocal performs pavement designs using FAA, Mechanistic Empirical Design, AASTHO-93, or MGPEC methods, as well as Life-Cycle Cost Analyses. Geocal is accredited by AASHTO and CCRL, and they are part of proficiency testing programs with AASHTO and CDOT.
 Envision & Sustainability Certification: DBE, SBE, WBE Estimated %: 5%* Address: 1325 E. 16th Ave., Denver, CO 80218 Staff: 72 total: 70 professionals, 2 support	Group14 Engineering's mission is to transform the built environment to realize a more resilient future. Group14 is a recognized authority in ISI ENVISION compliance, sustainable design, energy efficiency, building commissioning, LEED and other third-party certifications. They offer a unique combination of energy design assistance, commissioning of new and existing facilities, and on-going monitoring of buildings with advanced software analytics. Group14 has worked on 160+ aviation projects nationwide, which includes a number of projects at the with Jacobs at DEN including the Runway 17R-35L Rehab (2023) and GARDI.
 Topo Survey and SUE, Structural Engineering, Roadway Design, and Parking Facilities Certification: MWBE, DBE, SBE Estimated %: 10%* Address: 5975 S. Quebec St., Suite 200, Centennial, CO 80111 Staff: 47 total: 40 professional, 7 support	HCL has provided projects all along the Colorado Front Range to the Western Slope. They have successfully worked on over 150 projects from airside to landside at DEN over the past 16 years, providing civil and structural engineering, surveying and SUE services. extensive experience coordinating multidisciplinary teams and have an extensive understanding how to effectively navigate DEN's unique processes, protocols, and operational requirements. When data is available, they incorporate it thoughtfully streamlining design and reducing redundancy.
 Roadway Design, Bridge Design, Parking Facilities, Construction Schedule (Landside), Site Observations, Change Engineering (Landside) Certification: MWBE, SBE Estimated %: 10%* Address: 681 Meadowleaf Ln, Highlands Ranch, CO 80126 Staff: 100 total: 96 Professional, 4 Support	A local MWBE full-service transportation and environmental planning and design firm, with proven DEN experience and well qualified staff to support SOW includes design services for a wide range of landside and airfield pavement-related projects. Their DEN experience includes projects for the Terminal Expansion Master Plan, E-470 and Pena Sign Barrier, Roadway Erosion Control, and Roadway & Bridge Rehabilitation. They have also worked on numerous projects for the CCD on the 16th Street Mall and Yale Avenue & Highline Canal, as well as the RTD Downtown Loop Reconstruction project.
 Utility Locating and SUE Services Certification: Non-MWBE Estimated %: 4%* Address: 690 Ventura St., Aurora, CO 80011 Staff: 121 total: 26 professionals, 95 support	Kinetic began providing Electronic Designation and Potholing of buried utilities in 2017 and provides SUE QL/QLB in accordance with Colorado Senate Bill 18-167. Kinetic is currently under contract with the CCD to provide Electronic Designation and Damage prevention services and utility potholing for the DEN on all locate requests submitted through Colorado 811. Kinetic is experienced in providing SUE QL B certifiable electronic designation services and SUE QL A utility potholing.
 Environmental Services; Envision Certification: Non-MWBE Estimated %: 5%* Address: 3222 S. Vance St., Ste 200, Lakewood, CO 80227 Staff: 100 total: 88 professional, 12 support	Pinyon continues to be a trusted environmental partner to DEN, providing support for DEN's airside and landside; environmental and sustainability and has played a key role in advancing DEN's sustainability goals through the Institute for Sustainable Infrastructure's (ISI) Envision framework. Pinyon's sustainability expertise, grounded in the ISI Envision Framework, guided DEN to its first Envision Silver Award and streamlined sustainability implementation on more than a dozen projects. They have supported DEN in applying Envision on design and construction projects, including Peña Boulevard Design Build (2019 to 2023), Runway 17L-35R Pavement Rehabilitation, DEN Runway 7-25 Pavement Rehabilitation, Pena Blvd Phase 1B Construction.

Exhibit F

Firm / Services to Perform	Firm Summary
 Lighting & Signage (Airside), Lighting & ITS (Landside), Electrical Engineering and Transmission Certification: MWBE, DBE, SBE Estimated %: 6%* Address: 4601 DTC Blvd, Ste 740, Denver, CO 80237 Staff: 50 total: 43 professional, 7 support	PK Electrical's designers are accustomed to using DEN's Design Standards Manual for electrical, communications, and life safety systems design. PK knows the DEN BIM Design Standards Model and is well-experienced with the model auditing process on multiple projects including Concourse B and C East Expansion and the Runway 16R-34L Rehab. They have built trusted relationships with DEN's electrical and communications engineers, maintenance and operations team, and other key personnel and has 13 DEN badged designers who are intimately familiar with DEN's electrical design standards, including airside, landside, and facilities applications.
 Site-Civil Design (Airside), Change Engineering (Airside) Certification: MWBE, DBE, ACDBE, SBE Estimated %: 10%* Address: 2696 S Colorado Blvd, Ste 460 Denver, CO 80222 Staff: 103 total: 86 professional, 17 support	Shrewsberry has partnered with DEN on numerous Airside projects, performing an array of services that improve the users' experience by way of airport facilities and functionality upgrades. Shrewsberry's aviation engineers and designers have worked closely with Jacobs for more than 15 years on DEN projects such as the GARDI program, CEP program, TW DS East/West, and the Runway 17R-35L Rehabilitation project. Shrewsberry is thorough in engineering assessments of existing problems, and they work to find solutions that are practical, economical, innovative, and accommodating.
 Site Observations, Testing, RFIs, and Submittal Reviews; Civil Engineering Certification: MWBE, SBE Estimated %: 6%* Address: 6105 S. Main St., Ste 200, Aurora, CO 80016 Staff: 12 total: 9 professional, 3 support	Smoky Hill has served the Denver metro area and the Colorado market, including work at DEN with Jacobs to deliver the GARDI program and the Jackson Gap project. Their partnership with Jacobs combines strengths: Jacobs' global engineering expertise and project management capabilities, paired with Smoky Hill's specialized knowledge of DEN's unique systems, local market conditions, and established relationships within the DEN stakeholders. Work on DEN projects has allowed a thorough understanding of DEN's processes, contract documents (General Contract Conditions (Yellow Book), plans, and specifications), and other governing procedures and systems, which have contributed significantly to deliver projects cost-effectively and to a high standard of quality.
 Geotechnical Engineering Certification: Non MWBE Estimated %: 6%* Address: 10625 W. I-70 Frontage Rd N, Wheat Ridge, CO 80033 Staff: 100 Denver Staff Total: 92 professional, 8 support	Terracon's Colorado team of professionals span across nine offices across the state, including its largest office in the Denver Metro. Their in-house exploration team owns and operates 13 drill rigs in the local region. We have served DEN on over 20 projects at the airport and surrounding infrastructure. Their landside and airside experience, security clearance at DEN, and a thorough understanding of airport operations, FAA requirements, and the specific considerations involving airport work at all levels. Their expertise includes the importance of conducting work while the airport is fully functional, without impacting operations, and avoiding disruptions to passenger and traffic flow.
 Drainage (Hydrology & Hydraulics); DMP, SWMP, WQMP, MS4; Permitting (CCD) Certification: MWBE, DBE, SBE Estimated %: 5%* Address: 6870 W 52nd Ave. Ste 225, Arvada, CO 80002 Staff: 29 total: 9 professional, 20 support	WCC's experience with DEN and the CCD includes work as a subconsultant on two DEN Landside on-call projects where we designed approximately 5,000 lineal feet of new waterline, support of CCDs Sewer Master Plan, and grading, drainage, and stormwater quality support for the DEN 7th Runway Project. WCC and Jacobs are also teamed on the SAN Terminal 1 Replacement (California). Our firms are working together closely to deliver successful projects which will greatly benefit the aviation community.

*All percentages in represent an approximation representative of the total subconsultant contract goal

6. Company Experience & Qualifications



6. Company Experience and Qualifications

Exhibit F

Jacobs

Jacobs brings an extensive record of successful Airside project delivery at DEN. Our knowledge of DEN policy and procedures, future planning initiatives, airside operational standards, design standards, stakeholders, community partnerships, and contractor capabilities ensures Jacobs will exceed DEN expectations on each Task Order. Our project examples outline recent and relevant experience on similar Airside projects, to be delivered by the same team we selected for this On-Call contract.

Airside Projects

Runway 17R-35L Rehabilitation (DEN) | Denver, CO



Reference: DEN, 8500 Pena Blvd., Denver, CO 80249; Brent Nichols, PE; 303-342-2656.
Gross Consultant Fees: \$2.0M
Project Contract Value: \$32M (estimated)
Subconsultants: 32% MWBE: Geocal, APTech, Group14, Plane English, TRACE, Shrewsberry.

Relevance to this Contract: Scope, CSPP, Stakeholders

Project Description (Scope of Work).

The project includes engineering, bidding, and construction support services for the rehabilitation and maintenance of the Runway 17R-35L PCCP pavement complex, including the parallel taxiway system (TW L, TW M, and all connectors). DEN is undertaking the project to maintain the runway complex pavement and electrical infrastructure to an acceptable level-of-service that provides a safe and efficient environment for the traveling public, in accordance with FAA Part 139 Certification standards. The project includes the following elements: PCCP pavement rehabilitation, drainage improvements, joint seal and marking replacement, rubber removal, edge lighting upgrade to LED fixtures, guidance sign improvements, RW 35L APL improvements, and RW 17R ILS grading improvements. FAA Environmental (Cat-Ex) filing, detailed CSPP (7460), ISI ENVISION (Silver) compliance, and BIM are included.

Project Outcomes (Results)

The project was delivered on an accelerated schedule (50-90-BID), on budget and with high quality. Optimized CSPP developed with DEN, FAA, ATCT, Signature, and Stakeholders, to minimize airside operational impacts, adhere to mandated RW operating timelines with limited closures, and maximize construction areas for lower bid pricing. On track to achieve ENVISION Silver rating. Emergency 2024 Spall Repair documents (side project) delivered to DEN in 6 weeks for 2024 runway maintenance work.

DS West, Phase 2 (DEN) | Denver, CO



Reference: DEN, 8500 Pena Blvd., Denver, CO 80249; John Yu, PE; 303-342-2084
Gross Consultant Fees: \$2.25M
Project Contract Value: \$150M (estimated)
Subconsultants: 27% MWBE: Colorado Utility Finders, Geocal, Group14, PK Electrical, Shrewsberry

Relevance to this Contract: Scope, Accelerated Schedule, CSPP, Utilities

Project Description (Scope of Work)

The project includes engineering and bid services for the construction of the DS West and D Pad Deicing Ramps, located north and west of existing Concourse C and the AGTS Maintenance Facility. This project is an enabling project for the future Concourse C West Expansion and will benefit the airport by expanding the existing 7 deicing positions north of Concourse C to 10 deicing positions. An additional 8 deicing positions are also designed to the west of Taxilane H. The addition of extra deicing positions will improve overall operations during the winter season. The project will also construct an SRE/GSE storage area and relocate multiple roads, including Oak Hill, 94th Avenue, and 95th Avenue which serves as the access to the AGTS Maintenance Facility. The project includes the following elements: PCCP taxiway, Concourse Ramp, De-icing Pad/Remain Overnight (RON) Parking Apron, and SRE Staging Area, including storm infrastructure, deicing waste systems, utility improvements (50,000 GAL oil-water separator, runoff containment facility, DIW force main, DIW diversion structures, water, electrical), and airfield electrical improvements (edge lighting, centerline lighting, guidance signage, high-mast lighting). FAA Environmental (Cat-Ex) filing, detailed CSPP (7460), ISI ENVISION (Silver) compliance, and BIM are included.

Project Outcomes (Results)

Jacobs has worked through multiple changes to the end use and scope of work, multiple stakeholders, a complex DIW collection and conveyance system that includes several diversion structures, recent changes to drainage criteria to meet MS4 requirements, changes to DEN's staging, stockpile, and borrow areas and an accelerated design schedule. Jacobs remained flexible and nimble and responded quickly to added scope of work.

Landside Projects

I-25 South Gap (CDOT) | Monument to Castle Rock, CO



Reference: CDOT, 2829 W. Howard Pl, Denver, CO 80204, John Gregory, 303.365.7244

Gross Consultant Fees: \$12.9M

Project Contract Value: \$14M

Subconsultants: 10% MWBE: Apex, ICG, Rocksol, Shrewsbury, Yeh and Associates

Relevance to this Contract: Accelerated Schedule, Innovation, Scope

Project Description (Scope of Work)

Project included roadway, bridges, storm infrastructures, structures, lighting, traffic control, and Agency compliance. Jacobs worked with CDOT to create an innovative CM/GC delivery method to meet the accelerated schedule. Jacobs addressed numerous safety concerns, including the design of widened shoulders for vehicle pull-off and emergency response, additional travel lane, five bridges and ramp extensions, truck climbing lanes, toll facilities, and a truck chain up station. This project represents one of the few projects in the country where the environmental process ran concurrently with design development using the CM/GC delivery method on a major highway corridor, completing the environmental work in an astounding 8-month schedule. Innovative technical and constructed solutions included development of an innovative cast-in-place median wall design to connect the bifurcated pavements, significantly reducing the length of the median walls; innovative pavement design and layout solutions such as using GlasGrid; minimized pavement reconstruction and overall project costs while preserving existing pavement.

Project Outcomes (Results)

Dividing the project into 4 construction packages set the stage for construction to begin a full year in advance of completing the remaining design. The innovative CM/GC partnership successfully delivered the project a year ahead of schedule. Jacobs earned the CM's trust through effective communication and teamwork, resulting in a 12-month schedule acceleration and saving CDOT \$15 million through the team's design and construction innovations.

National Western Center (CCD) | Denver, CO



Reference: CCD, 201 W. Colfax Ave, Denver, CO 80202, Mike Bouchard, 720-913-0613

Gross Consultant Fees: \$50M

Project Contract Value: \$80M

Subconsultants: 18% MWBE: 12 subconsultants performed 36% of work.

Relevance to this Contract: Agency Coordination, Scope, Contract Mgt.

Project Description (Scope of Work)

Jacobs teamed with the CCD of Denver Mayor's Office of the National Western Center to serve as its program manager for the National Western Center (NWC) campus development; \$25 million for horizontal infrastructure.

The NWC is a 250-acre redevelopment, by the City in collaboration with the Western Stock Show Association, CSU, Denver Museum of Nature and Science, and History Colorado. This transformational project required an experienced Program Management team to deliver \$1.25 billion in improvements in 7 years. Our team was responsible for the development of the horizontal design elements including a new multimodal bridge over the river, a pedestrian bridge, a new railroad bridge for the consolidated rail lines, the consolidation and relocation of over 14,000 linear feet of railroad, the replacement of two 72-inch above ground wastewater pipes, two new roadway corridors, bicycle facilities, sidewalks, and riverfront open space.

Project Outcomes (Results)

Jacobs accomplished the horizontal scope for Phases 1 and 2 of the NWC within schedule to promote the construction of the vertical buildings for the campus. Outreach: Throughout these project management efforts, we supported successful outreach and coordination with multiple framework partners, stakeholders, adjacent property owners, regulatory agencies, and railroads.

Professional Services On-Call Contracts (Roadway/Bridge/ Multimodal/ Utilities (CCD) | Denver, CO



Reference: CCD DOTI, 201 W. Colfax Avenue, Dept. 508 Denver, CO 80202, Brian McLaren, 720-913-4546
Gross Consultant Fees: \$8M
Project Contract Value: \$15M
Subconsultants: 34% provided to subconsultants; 16.5% provided to MWBE subconsultants

Relevance to this Contract: Scope, Agency Coordination, On-Call Services

Project Description (Scope of Work)

Jacobs has been delivering a wide variety of task orders under this contract since 2007 by providing quick turnaround on quality products and access to subject matter experts and subconsultants. Services include full-service Transportation Roadway corridor design, operations areas related to bike and pedestrian mobility, signal maintenance, signal design and timing, and innovative technologies for the industry. Below is a sample of projects we have completed to date:

- **Louisiana Ave./S. Pearl St Intersection Improvements-** Jacobs managed the design of intersection improvements that included stormwater drainage upgrades, pedestrian access and safety improvements, the addition of Green Infrastructure elements and were consistent with the goals of the City, local neighborhoods, and businesses. This intersection is in a highly visible area of the City that required significant input from City Council, stakeholders, neighbors, and businesses.
- **Highway Safety Improvement Program (HSIP) Package 4** for four intersections
- CM/GC design for the award-winning **Upper North Lot at Red Rocks Amphitheater**
- Non-destructive testing and load rating of structures (culverts, bridges)
- **Red Rocks South Ramp Structures**

Project Outcomes (Results)

Strong cooperation with CCD, including multiple landside projects. Jacobs is the trusted provider of landside services for CCD to deliver Roadway systems, multi-modal facilities, and utility installations.

Peoria Street Grade Separation (CCD) | Denver, CO



Reference: CCD, 201 W. Colfax Ave, Denver, I 80202, Tykus Holloway, 720.913.8812
Gross Consultant Fees: \$6.2M
Project Contract Value: \$22M
Subconsultants: 25% MWBE: CDR, Goodbee, HC Peck, Lund, Pinyon, Rocksol

Relevance to this Contract: Bridge Design, Agencies, Utilities, Schedule

Project Description (Scope of Work)

CCD, RTD, and the City of Aurora required a project to grade separate Peoria Street over the UPRR and RTD East Line commuter rail (A-Line to DEN) near Smith Road. We established an aggressive schedule to complete construction of the bridge prior to RTD's required testing phase for the East Line commuter rail. Jacobs served as the lead consultant for each phase of the project, including planning, NEPA clearance, preliminary design, procurement documents for design-build delivery (serving as Owner's Representative), and design and construction oversight. At first a highly controversial project, our team's successful partnership and coordination with multiple jurisdictions and stakeholders completed the new structure and improvements 5 months ahead of contract schedule.

Jacobs was the recipient of the "Large Project of the Year Award" by the American Public Works Association/Colorado in 2015 for the Peoria Crossing Project.

Project Outcomes (Results)

The project was completed 5 months ahead of contract schedule and a value engineering workshop culminated in overall cost savings in construction of \$4.1 million.

"Jacobs delivered high- quality products within a very demanding and aggressive schedule. Jacobs was integral in setting this project up for success, and I would highly recommend them for future projects."

— Tykus Holloway, CCD Project Manager, Peoria Street Bridge Project

Exhibit F

Resumes of Key Personnel





Chad Picard, PE
On-Call Contract Manager, Task Order Project Manager, Agency Compliance, Contract Closeout
Education: BS | Civil Engineering
Registrations: Professional Engineer: CO (#38943)
Office Location: Denver, CO

- Why Chad?**
- Current DEN On-Call Contract Manager (202055624, 202474769)
 - Demonstrated track record managing DEN Airside and Landside projects

Total Years Experience:
25
Years with Jacobs:
25
Years on DEN Projects:
10

Chad’s On-Call Project Management experience includes design and construction of airport and transportation infrastructure projects, including new and existing airfield facilities for both airside and landside, including runways, taxiways, aprons, deicing collection and mitigations systems, storm drainage systems, jet-fuel hydrant systems, airfield electrical, support facilities (hangar developments, ARFF, SRE, Passenger Loading Bridges), and utility systems (electric, water, gas, fiber optic). Landside experience includes roadway systems, bridges, parking lots, utility installations, and revenue control facilities.

Senior Project Manager and Contract Manager | 2024 Airside On-Call (202474769) and 2020 Airside-Landside On-Call (202055624) | Denver International Airport (DEN) | Denver, CO. Various on-call engineering projects. Scoped projects including studies, designs, contract documents, bidding services, construction administration, testing and reporting, permitting, scheduling, cost estimating, surveying, and other services as defined by DEN on a task order basis. Served as the Project Manager overseeing contract compliance, budgeting, funding, invoicing, staff management, scheduling, DSBO subcontracting compliance, stakeholder coordination, quality control, and health and safety.

Project Manager | Gate Apron Rehabilitation and Drainage Improvements (GARDI) projects (Concourses A and B) | DEN | Denver, CO. Project elements include PCCP pavement reconstruction, drainage improvements, and utility improvements (SDG, SAG, water, electric, gas, jet-fuel hydrant system). CA Services include on-site observation and reporting, submittal and RFI reviews, change orders, materials testing reports review, and QA survey data review, to ensure conformance with the contract documents.

Project Manager | Runway 17R-35L Complex Pavement Rehabilitation and Lighting Upgrades | DEN | Denver, CO. Project elements include Engineering Design, Bidding, and Construction Administration (CA) Services. Engineering includes PCCP pavement rehabilitation, marking, joint seals, LED edge lighting upgrade, guidance signage upgrades, RW 35L APL improvements. Additional services include topo survey, utility locates (SUE), PCI pavement inspection, ISI ENVISION sustainability compliance, FAA CSPP filing with SRMP, FAA Cat-Ex filing, FAA Reimbursable Agreement coordination, CCD permit filings, and Bidding Services. CA Services include on-site observation and reporting, submittal reviews, RFI responses, change order engineering, and closeout services.

Project Manager; Rental Car Overflow Parking Lots | DEN | Denver, CO. Calawba Court Repurposing and Worldport Expansion projects, including demolition, grading, paving, storm improvements, utility improvements (SDG, SAG, water, electric, gas), lighting, security and access control, and stakeholder engagement with lease agreements.

Project Manager | Pavement Assessments (Landside 2022, Airside 2021 & 2025) | DEN | Denver, CO. Airside and Landside Pavement Assessment projects including inventory records review, pavement network definitions, pavement condition index (PCI) study, subsurface pavement studies, and 5-year airport capital improvements plan (CIP) development.

Project Manager | Southeast Level 6 Bridge Repair | DEN | Denver, CO. Project includes Engineering Design, Bidding, and Construction Administration Services. Scope included replacing bearing pads and repairing abutment joints for a vehicle bridge located on Level 6 of the southeast exit. CA Services include submittal reviews, RFI responses, change order engineering, on-site observation, and closeout.

Project Manager | 2015 Improvements | GTF | Great Falls, MT. Landside Improvements program, consisting of rehabilitation and re-alignment of the Terminal Loop Road and support infrastructure, including revenue control booths and parking facilities, and fulltime Construction Management services, with FAA reporting and closeout reporting.



William (Bill) VanHercke, PE

Principal-in-Charge

Education: BS | Architectural Engineering /
BS | Civil Engineering-Airport Management

Registrations: Professional Engineer: CO (38553)

Office Location: Denver, CO

Why Bill?

“Under Bill’s leadership, Jacobs has delivered some of the most complex and well-rounded solutions to our airport.”

–Kim Day, Retired Chief Executive Officer, Denver International Airport

Total Years Experience:

32

Years with Jacobs:

27

Years on DEN Projects:

30

Bill’s 32-year career has focused on aviation engineering and construction management (landside/airfield/terminals), including 15+ years managing on call services for large hub airports. He has led 10 different airport on-call programs, including 3 large hub and 6 small hub commercial service airports across the FAA’s Northwest Mountain Region. Bill brings to this contract a detailed understanding of FAA processes/procedures to meet high quality standards and a successful track record of supporting MWBE subconsultants and leading high-performing teams.

Principal-in-Charge on DEN Projects:

- Great Hall
- CEP Renewal
- DS West Aircraft Parking Pad
- Taxiway DS East
- Concourse B East Gate B94/B95 Upgrades
- Concourse C Gates C40 and 42 Rehab
- ConRAC and CTS Program Management
- 7th Runway Design
- Airfield on-call
- Facility Condition Assessments

Principal-in-Charge | Concourse Expansion Program –B & C East | DEN | Denver, CO.

Served as the Principal-in-Charge and Authorized signatory on the \$2.1 B program to expand DEN’s concourse by a total of 24 gates. Bill prepared the team of experts that included Jacobs airport architects, engineers (MEP, structural), and a team of MWBE specialists to deliver this program.

Principal-in-Charge | GARDI | DEN | Denver, CO. Responsible for forming the delivery team, including all subconsultants,

for the 7-year, \$500 M+ reconstruction and drainage improvements project to reconstruct aircraft parking gates along Concourses A and B. Bill leads the Quality Management team responsible for quality reviews of Jacobs and our seven subconsultants, including mentoring four MWBE subs.

Deputy Program Manager | Construct Runway 16R/34L | DEN | Denver, CO.

Bill was responsible for leading the design of the 6th runway at DEN, a 16,000-foot-long by 200-foot-wide Airplane Design Group VI runway. Duties included establishing pavement geometry, profiles, and grading plans, including four new high-speed exits, subsurface drainage, pavement jointing plans; and the location of all lights and signs for the project. The project included 13 connector taxiways and a new Category III Instrument Landing System.

Principal-in-Charge | Airfield Safety Enhancement Program DBB1 | TUS | Tucson, AZ. Responsible for managing the design team for a new end-around taxiway and cross-field taxiway to mitigate two hot spots

at TUS. Project includes coordination with all lines of business at the FAA, detailed CSPP plans, SRMP reviews, coordination with the Arizona Air National Guard (AANG) and airline tenants, and bidding services with follow-on CA services. The project also includes a new Barrier Arrestor Kit 12/14 for Runway 11R an expansion to the F-16 arm/dearm pad for the AANG.

Senior Advisor | Airfield and Landside Improvements for Terminal 1 Replacement Program | San Diego International Airport | San Diego, CA.

Responsible for providing quality reviews and Senior-level guidance to design a 5-year airfield and landside improvement program to allow for the replacement of Terminal 1. Project includes relocating parallel Taxiway A to the proper 400-foot runway-to-taxiway separation, creating a dual parallel Taxiway B, expanding the terminal apron, installing new utilities, including a hydrant fueling system, and relocating Harbor Drive for the entrance to the airport.

Exhibit F



Bill Lang, PE

Principal-In-Charge

Education: BS, Engineering Management (Civil)
Registrations: Professional Engineer: CO (34662)
Office Location: Denver, CO

Why Bill?

“On the 16th Street Mall Project, Bill’s leadership was crucial in balancing issues and identifying engineering challenges and options.” —Brian Pinkerton, City and County of Denver Project Manager

Total Years Experience:
33
Years with Jacobs:
28
Years on CDOT Projects:
28

Bill brings proven leadership and technical expertise, having led the last three Denver On-Call Services Contracts with consistent oversight and close client coordination. He has successfully delivered over 100 task orders of varying scope and complexity, demonstrating adaptability, efficiency, and a commitment to meeting schedule and budget goals. Bill’s deep knowledge of the City and County of Denver’s systems, policies, and procedures enables him to navigate approvals, permitting, and stakeholder coordination with ease—resulting in smoother project execution and minimized delays.

Program Team | National Western Center Program Management | CCD | Denver, CO.

Bill led the horizontal design for a 250-acre redevelopment - a collaboration between the City WSSA, CSU, the Denver Museum of Nature and Science and History Colorado - to create a year-round urban hub for food and agriculture. Since 2017, Jacobs has managed the \$1.25 billion program, insuring scope, schedule, and budget alignment. As the City’s representative, Bill procured and managed the Horizontal Design team, overseeing enabling works, grading, utility relocations, roadways, bikeways, sidewalks, intersections, and railroad adjustments.

Principal in Charge | I-25 South Gap | CDOT | Castle Rock to Monument, CO. Jacobs delivered improvements on I-25 which included 18 miles of freeway widening, pavement reconstruction, four new bridges, cross-street improvements, retaining walls, drainage, utilities, ITS, traffic, and MOT.

Project Manager | Brighton Boulevard Improvements | CCD | Denver, CO. Jacobs transformed the corridor into a vibrant, multimodal thoroughfare using innovative

strategies to stay within the existing footprint and avoid costly ROW acquisition. A flexible, phased implementation plan - developed with property owners and developers – fit improvements within the 80- to 120-foot ROW. Enhancements included sidewalks, access control, tree canopy, stormwater planters, and a raised cycle track. Today, Brighton Boulevard thrives as a mixed-use corridor that honors its industrial roots while embracing sustainable infrastructure.

Contract Manager | Denver Professional Services On-Call Contracts (2012, 2016, 2020, 2026) | CCD | Denver, CO. Bill serves as the primary point of contact for Jacob’s Professional Services on-call contracts for the City. These 3 to 5-year contracts require quick response to a diversity of project requests by the City Department of Transportation and Infrastructure, and it provides opportunities to offer support to other City agencies. Jacobs provides the city access to a full suite of professional civil, construction, structural, geotechnical, traffic, transportation, storm sewer, sanitary sewer, environmental, hydraulic, and

hydrologic engineering services for capital improvement projects.

Senior Project Advisor | Vibrant Denver Bond Capital Delivery Preparation | CCD | Denver, CO. Jacobs supported the city by developing cost estimates for potential Vibrant Denver Bond Projects. In addition to costs, we refined scopes, assessed risks, and developed project schedules to inform the city as they worked with City Council to develop the Vibrant Denver Bond project list.

Engineering Manager | 16th Street Mall | CCD | Denver, CO. In 2016, the City saw an opportunity to revitalize the iconic 16th Street Mall while preserving its historic character. The main challenge was balancing modernization with respect for its heritage. Through an innovative stakeholder engagement process, Jacobs built strong support from the historic community, Down Denver Partnership, RTD, and others. This led to a creative design and successful NEPA clearance, allowing the project to advance to design/build construction.

Exhibit F



Kelly Harris
CCD DBSO Coordinator, Document Control and Admin

Education: MS | International Business / BA | Economics
Office Location: Denver, CO

Why Kelly?

- Familiar with DEN EDI Policies and Procedures
- Career focused on assessing, establishing, implementing, and applying processes on projects of all sizes and complexities

Total Years Experience:
19
Years with Jacobs:
6
Years on DEN Projects:
6

Kelly is Jacobs’ small business inclusion manager with 19 years’ experience in financial analysis, cost control and forecasting, and subcontract management support. Her focus is on preparing and maintaining various project controls plans and reports, financial summaries, and related activities for project management on assigned projects, and on evaluating projects at each stage of development to validate cost and financial activities of the project team and ensuring client and contractual obligations have been met.

Small Business Inclusion Manager | Concourse Expansion Program | DEN | Denver, CO. Coordinated with project managers, project accountants, project controls, and MWBE subconsultants on 11 Time & Material contract task orders. Provided weekly budget tracking and forecasting; monthly invoice preparation and submittal, including subconsultant invoice review and approval; monthly project reviews, including month-to-month GM reconciliation. Managed subcontract agreements and contract amendment creation and managed MWBE compliance reporting to CCD’s Small Business Opportunity Division.

Small Business Inclusion Manager | Architecture and Engineering On-Call Services Projects | DEN | Denver, CO. Coordinated with project managers, project accountants, project controls, and MWBE subconsultants on 17 Time & Material contract task orders. Provided weekly budget tracking and forecasting; monthly invoice preparation and submittal, including subconsultant invoice review and approval; monthly project reviews, including month-to-month GM

reconciliation. Managed subcontract agreements and contract amendment creation and managed MWBE compliance reporting to CCD’s Small Business Opportunity Division.

Small Business Inclusion Manager | Architecture and Planning On-Call Services Projects | DEN | Denver, CO. Coordinated with project managers, project accountants, project controls, and MWBE subconsultants on two Time & Material contract task orders. Provided weekly budget tracking and forecasting; monthly invoice preparation and submittal, including subconsultant invoice review and approval; monthly project reviews, including month-to-month GM reconciliation. Managed subcontract agreements and contract amendment creation and managed MWBE compliance reporting to CCD’s Small Business Opportunity Division.

Civil On-Call Services Projects | Denver International Airport | Denver, CO | Small Business Inclusion Manager. Coordinated with project managers, project accountants, project controls, and MWBE subconsultants on

seven Time & Material contract task orders. Provided weekly budget tracking and forecasting; monthly invoice preparation and submittal, including subconsultant invoice review and approval; monthly project reviews, including month-to-month GM reconciliation. Managed subcontract agreements and contract amendment creation and managed MWBE compliance reporting to CCD’s Small Business Opportunity Division.

Small Business Inclusion Manager | DOTI On-Call Services Projects | City and County of Denver | Denver, CO. Coordinated with project managers, project accountants, project controls, and MWBE subconsultants on five Time & Material contract task orders. Provided weekly budget tracking and forecasting; monthly invoice preparation and submittal, including subconsultant invoice review and approval; monthly project reviews, including month-to-month GM reconciliation. Managed subcontract agreements and contract amendment creation and managed MWBE compliance reporting to CCD’s Small Business Opportunity Division.

Exhibit F

**Joel Harry, PE****Senior Quality Manager – Airside****Education:** BS | Civil Engineering**Registrations:** Professional Engineer: CO (41199)**Office Location:** Denver, CO**Why Joel?**

- Advanced technical expertise in airside design and construction support
- Extensive history working with large airports and on projects at DEN

Total Years Experience:**24****Years with Jacobs:****20****Years on DEN Projects:****4**

Joel brings advanced technical expertise in airside design and construction support, having led major infrastructure projects at commercial airports and military airfields. He has successfully managed complex design coordination across disciplines and offices, resolved construction-phase issues with direct engineering solutions, and led phasing redesigns to keep projects on track. His hands-on leadership and deep understanding of airfield systems make him highly effective in delivering technically demanding airside programs.

Design Manager-Construction Support | DS West Phase 2 | DEN | Denver, CO. Responsibilities involve significant coordination with stakeholders and designing infrastructure for future projects. Coordination with all DEN groups and stakeholders is required. Utility adjustment and deconflicting is a major risk being mitigated as part of the design. The bid documents are being prepared with multiple bid schedules. DS West Phase 2 involves expanding dicing capabilities on the west side of the concourses. This is a critical enabling project for expansion of Concourse C in the upcoming years as well as the dicing support facility currently in design. The project includes expanding the existing seven deicing positions north of Concourse C to ten deicing positions and adding an additional eight deicing positions west of Taxiway H.

Design Manager/Construction Support | Airport Development Program – Airside Improvements | SAN | San Diego, CA. Served as Design Manager under the Airport Development Program across two key phases. During the design phase, he led delivery of airside infrastructure supporting the Terminal 1 Replacement Program, including the terminal apron, new Taxiway A, relocated Taxiway B, connector taxiways A1–A10, and new taxiways K and L. He coordinated design efforts across Jacobs offices

and subconsultants, managed quality control, and ensured timely, client-aligned submittals. He also facilitated weekly coordination meetings with airport staff and stakeholders, including Airport Operations and the FAA, and resolved complex challenges such as contractor staging and integrating a solid waste facility with the terminal design. In the construction support phase, he transitioned into a key role on the construction management team, continuing to lead design-related coordination. He managed RFIs, submittals, and contractor inquiries, and led a major redesign of project phasing in response to delays, working closely with Airport Operations, the FAA, and the contractor. He also resolved critical issues involving a 1.5MG cistern by coordinating with drainage and structural teams to value engineer a downsized solution, preventing delays to the terminal's first phase opening.

Design Manager | Bypass Taxiway Construction | TUL | Tucson, AZ. Led the preliminary design (approximately 35%) for the project. This included development of plans, specifications, and design report for bidding the project. The project scope involved constructing a new bypass taxiway around the end of existing Runway 11-29. This involved analysis of FAA criteria for end-around taxiways and extensive study of clearance areas and approach surfaces

associated with Runway 11-29 to determine the location of the bypass taxiway. The project also included rehabilitation of existing taxiway to provide an alternate end-around taxiway route primarily for the use of the Air National Guard. The design included FAA pavement designs, airfield lighting, geotechnical investigations, grading design and phasing. Joel's input provided the design team sound grounding for carrying forward the final detailed design of the project.

Lead Utility Adjustment Engineer | West Concourse C Expansion | DEN | Denver, CO. Analyzed existing utilities and design relocations or adjustments to tie into the expanded pavement that involved a detailed analysis and development of a utility model in AutoCAD Civil 3D. The existing utility model was used to analyze the existing utilities with respect to proposed grading and paving. Utility adjustments were then analyzed and coordinated with structural engineers. The utilities were also coordinated with designers of the building expansion. Utilities dealt with included Deicing Waste, airfield electrical, facility electrical, telephone communications, FAA fiber optic communications, jet fuel distribution, natural gas, water, sanitary sewer, storm drainage, deicing supply, and underdrains.

Exhibit F



Doug Stremel, PE

Senior Quality Manager – Landside

Education: DIP | Engineering Technology

Registrations: Professional Engineer: CO (45458)

Office Location: Denver, CO

Why Doug?

- Leads complex roadway, bridge, and utility design with CM/GC expertise.
- Leverages a forward thinking, innovative approach to projects; to develop cost-effective solutions

Total Years Experience:

35

Years with Jacobs:

9

Years on CDOT Projects:

34

Doug brings proven expertise in managing complex infrastructure projects involving bridge construction, roadway reconstruction, utility relocations, and traffic operations. He excels in maintenance of traffic planning, multi-agency coordination, and preliminary engineering design using tools like Bluebeam, AutoCAD and Bentley products. His ability to lead CM/GC delivery, integrate innovative design solutions, and navigate constrained urban and regional corridors makes him a strong asset for technically demanding landside improvements.

Project Manager | North I-25 Segments 5 and 6 Reconstruction | Muller Engineering/CDOT | Mead to Loveland, CO. This dynamic CM/GC project required constant coordination with several other engineering firms, the CM and CDOT to meet the schedule. Providing staffing and subject matter expert resources was a key initiative for the success of this project. Doug worked with Muller Engineering and CDOT to make sure the right staff was available at the right time. COVID shut down the co-location facility and the team quickly pivoted to the virtual environment to maintain the high level of communication needed for the project. Railroad coordination was paramount and dictated the decision to widen or replace the bridge entirely. Coordination with stakeholders and local utility owners also played a key role in meeting the constrained schedule. We effectively used MicroStation, ORD, and Bluebeam to develop quality deliverables.

Project Manager | US-34 Big Thompson Canyon Permanent Repair | CDOT | Estes Park to Loveland, CO. Project Manager on the \$240M US 34 Big Thompson Permanent Repair CM/GC project, leading design and construction efforts across a 23-mile flood-

damaged corridor between Estes Park and Loveland. He oversaw roadway reconstruction to current standards, including two 12-foot lanes, turn lanes, 6-foot shoulders, rockfall protection, drainage upgrades, culvert installations, embankment resiliency and floodplain expansion. He collaborated with CDOT and the CM contractor to vet innovative design concepts, assess cost and risk across five construction packages, and integrate floodplain rehabilitation and emergency repair features into the mountainous corridor. *Awarded ENR's Best of the Best Winner 2018, and a finalist for ACEC Engineering Excellence Award Finalist 2019.*

MOT Task Manager | I-70 Vail Underpass | Vail/CDOT | Vail, CO. Doug served as Project Manager on this \$30M CM/GC project, which involved constructing two new I-70 bridges, two roundabouts, and over four miles of utility relocations within a compact corridor near MP 175. He developed and implemented a Maintenance of Traffic (MOT) plan that aligned with the contractor's preferred sequencing, including designing median crossovers to accommodate grade differences between eastbound and westbound I-70.

His leadership ensured safe traffic flow during construction while supporting complex bridge excavation, utility coordination, and installation of 27,500 sq. ft. of stone veneer across walls and structures.

Task Manager/Design Lead | US 6 Bridges Design/Build | CDOT | Denver, CO. Lead roadway engineer for final design and delivery for the complete roadway package. Challenges involved delivering the project in the tight time-frame. A blended team approach was used among the consultants to help deliver the project. Project Size: 1.2 miles of highway reconstruction featuring 36-ft collector-distributor (C-D) roads for Westbound and Eastbound, 12 bridges, one pedestrian bridge and numerous wall types (cast-in-place, soil nail, MSE, etc.). Coordinating with all the disciplines (drainage, structures, ITS, ROW, survey and MOT) was also my responsibility and paramount to the success of this project.

Exhibit F



Claire Marshall, PE

Task Order Manager – Airside

Education: BS | Civil Engineering

Registrations: Professional Engineer: CO (37641)

Office Location: Greenwood Village, CO

Why Claire?

- Expertise in the design of airport projects, ranging from conceptual planning to design and construction coordination
- 15 years of hands-on work at multiple large airports, including DEN

Total Years Experience:

28

Years with Jacobs:

17

Years on DEN Projects:

11

Claire Marshall brings 28 years of experience in airfield and landside engineering, project management, and construction for aviation projects. She has extensive expertise in all phases of aviation work—from planning and design to construction—and excels in managing fast-track and design-build projects. Claire has worked hands-on at multiple large airports, including 15 years at Denver International Airport (DEN). Her deep familiarity with DEN includes working with departments such as Planning, Operations, and Environmental, and she is well-versed in the DEN Design Standards Manual and operational requirements.

Project Manager | DS West Phase 2 | DEN | Denver, CO. Project Manager for the design contract that involves design services for a critical enabling project for DEN. The project includes expanding the existing seven deicing positions north of Concourse C to ten deicing positions and an additional eight deicing positions west of Taxiway H. The project involves significant coordination with stakeholders and designing infrastructure for future projects. The bid documents are being prepared with multiple bid schedules.

Quality Manager | Runway 17R-35L Rehabilitation | DEN | Denver, CO.

Responsible for managing the internal quality review process and ensuring quality reviews occur prior to each submittal. The project scope includes engineering design, bidding, and Construction Administration (CA) Services. Engineering includes Portland cement concrete pavement (PCCP) rehabilitation, marking, joint seals, LED edge lighting upgrade, guidance signage improvements, and RW 35L APL improvements.

Project Manager | Taxiway DS East Extension and Deice Pad | DEN | Denver, CO. Responsible for managing the design team who designed and is currently providing construction services for the extension of Taxiway DS East and DS East deice pad, as well as SRE and GSE storage areas. The project will accommodate nine total deicing spots for airplane design group (ADG) III aircraft, with the option for remain overnight (RON) parking during the non-deicing season. The design process involved multiple layouts and implementation of creative and flexible solutions to collaborate with the stakeholders to achieve the project's goals for DIW collection and conveyance during the deice season.

Project Manager | Gate Apron Rehabilitation and Drainage Improvement (GARDI) Project | DEN | Denver, CO. Responsible for managing the design team and production of multiple construction document packages for construction of the apron improvement projects at DEN on Concourse A, B and C. The GARDI projects included evaluation of the existing apron

pavements, utilities, and drainage conditions within the project areas. The design included demolition, design of a new pavement section and drainage layer, construction phasing, utilities (relocation and new), and drainage improvements. This project involves significant coordination with the owner and stakeholders to incorporate the proposed construction phasing and sequencing into the design of the project.

Project Manager | 7th Runway | DEN | Denver, CO. Project Manager for the design contract. Design efforts to date have included 5% design for two alternative runways in support of the Environmental Review. Claire is responsible for managing the design team, that will provide design services for EA process for two alternatives and preliminary design documents for the selected runway.

Exhibit F



Aaron Swafford, PE

Task Order Manager – Landside

Education: BS | Civil Engineering / BS | Physics and Mathematics

Registrations: Professional Engineer: CO (37683) | AZ, HI, NM, UT

Office Location: Denver, CO

Why Aaron?

- Managed transportation projects for various federal, state and local agencies, throughout Colorado
- Task and Program Manager for large and small contracts and programs

Total Years Experience:

27

Years with Jacobs:

22

Years on DEN Projects:

7

Aaron Swafford is a seasoned project manager with over 27 years of experience in highway planning, geometric roadway design, and infrastructure coordination across federal, state, and municipal agencies. In Denver, he led the 2022 Landside Roadway Pavement Assessment at DEN, modernizing the airport's pavement management system, and the 2018 Intersection Safety Study, delivering actionable designs for 12 city intersections. He managed the US 6/Wadsworth Interchange reconstruction and led design for the US 36 Corridor EIS, while also overseeing the Brush Creek Transit Center in Pitkin County.

Project Manager | 2022 Landside Roadway Pavement Assessment | DEN | Denver, CO.

Led a comprehensive evaluation of DEN's landside roadway pavement network. Oversaw all phases, including condition assessments, data collection, and integration into DEN's PAVER pavement management system to provide DEN with actionable insights and a refreshed pavement management system to support strategic planning and budget forecasting for landside infrastructure.

Project Manager/Conceptual Design Lead | 2018 Intersection Safety Study and Design | City and County of Denver | Denver, CO.

Planning and conceptual design of 12 uncontrolled intersections across the city. A stand-alone "Action Packet" was developed for each intersection to facilitate instant and complete knowledge of each intersection's improvements to promote responsive action for construction when funding was identified. Complementary infrastructure from Denver Moves and Green Streets programs were included in the concept development. This effort was tailored throughout project delivery to fit the changing needs of the city and prepare projects for 2019 budgeting.

Project Manager | US 6 over Wadsworth Interchange | CDOT | Lakewood, CO.

Project Manager for the Final Design and Design Manager for the Environmental Assessment. Reconstruction of the US 6 and Wadsworth Boulevard clover leaf interchange, including over 1 mile of principal arterial improvements to Wadsworth from 4th to 14th Avenue, and close coordination with FHWA, City of Lakewood, RTD and the public.

Lead Design Engineer | US 36 Corridor EIS and Basic Engineering | CDOT/RTD | CO.

Middle segment roadway design lead for highway improvements for 8 miles of US 36, including 3 interchange locations at Wadsworth Parkway, Sheridan Boulevard, and Church Ranch Road, with multiple alternative designs and alignment shifts to minimize impacts while maximizing safety and operational efficiencies.

Project Manager | Brush Creek Transit Center CO FLAP PIT 82(1) | Central Federal Lands Highway Division (CFLHD) | Pitkin County, CO.

The facility's land is owned by CDOT, with maintenance by Pitkin County and management by the City of Aspen.

The center, which plays a prominent role in the annual X Games Aspen event, was designed to be developed in phases based on demand. Phase 1 consists of a concrete-paved transit hub with shelters and a 204-space asphalt-paved parking area, complete with lighting and landscaping. The project adds 200 dimmable lighted and video security-covered parking spaces, a comfort station with a well and septic system, new concrete bus drop-off and turnaround areas, and electric service for future charging stations.

Program Manager | Hawaii Program of Bridges | CFLHD | Oahu, Kauai, Big Island, HI.

This program with FHWA included scoping, environmental clearance, preliminary and final design, right-of-way, utilities, and permitting for 9 bridge projects on three islands. With HDOT and FHWA, this program efficiently delivers projects and establishes best practices for managing stakeholder engagement, environmental clearance, permitting, utilities, and right-of-way. During planning, he led extensive coordination with the environmental and permitting to deliver strong clearance documents and limit community and environmental impacts. Final construction of all bridges concluded in 2022.



Angela Reid, PE

Task Order Manager - Landside, Landside Design

Education: BS | Civil Engineering

Registrations: Professional Engineer: CO (44390)

Office Location: Denver, CO

Why Angela?

- Leads complex roadway, utility, and multimodal infrastructure design with precision
- Delivers integrated solutions in grading, drainage, and signals

Total Years Experience:

22

Years with Jacobs:

7

Years on DEN Projects:

2

Angela applies deep technical knowledge to the design and delivery of complex civil infrastructure projects. Her experience spans arterial and collector roadways, intersections, traffic signals, ADA-compliant pedestrian facilities, and integrated utility systems including potable and non-potable water, stormwater, and sewer. She has led corridor evaluations, multimodal access improvements, and urban streetscape enhancements, consistently managing agency coordination, subconsultant collaboration, and technically rigorous design across diverse project environments.

Project Manager; Rental Car Overflow Parking Lots | DEN | Denver, CO. Calawba Court Repurposing and Worldport Expansion projects, including demolition, grading, paving, storm improvements, utility improvements (SDG, SAG, water, electric, gas), lighting, security and access control, and stakeholder engagement with lease agreements.

Roadway Engineer | I-25 Planning and Environmental Linkages | CDOT | CO. Responsible for designing highway improvements, including interchanges and auxiliary lanes, across a 34-mile stretch between SH105 and E-470. Her work supported complex access configurations, parallel frontage roads, and multiple supplemental elements, contributing to the technical planning and design of critical transportation infrastructure.

Roadway Design Lead | 48th Avenue Sidewalk Improvements | CCD | Denver, CO. Oversaw the design of sidewalk, roadway, utility, and stormwater improvements along E. 48th Avenue, supporting pedestrian access to the RTD North Metro light rail station.

Her responsibilities included roadway and drainage design, utility coordination, and integration of streetscaping elements such as lighting and landscaping.

Project Manager | South Bridge | City of Glenwood Springs | Glenwood Springs, CO. Directed all aspects of design and coordination, including roadway geometry, traffic signals, utility systems, and stormwater management. Her leadership supported complex infrastructure elements such as signalized SH82 access, bridge and underpass structure, and multi-utility integration, ensuring technical accuracy and alignment with agency requirements.

Project Manager | HSIP Safety Improvements | CCD | Denver, CO. Directed the design and coordination of safety improvements at four intersections, including geometric reconfigurations, ADA-compliant curb ramps, traffic signal upgrades, and signing and striping enhancements. She managed the project team, coordinated with the DOT, subconsultants, and adjacent developments, and led the design of all roadway elements, ensuring technical accuracy and seamless integration across disciplines.

Roadway Design Lead | Commerce City Sidewalk Improvements | City of Commerce City | Commerce City, CO. Directed the design of sidewalk and roadway improvements, including ADA-compliant curb ramps and stormwater management, across multiple locations in Commerce City. Her work ensured technical compliance with accessibility standards and effective integration of drainage infrastructure within the urban streetscape.

Project Engineer | 61st and Peña Station Public Improvements | Fulenwider | Commerce City, CO. Led the design of arterial and collector roadway improvements, including intersections, traffic signals, and utility systems to support the Denver International Business Center and RTD’s 61st and Peña Station. Her responsibilities included coordination with the client, DOT, and subconsultants, and technical oversight of asphalt paving, curb and gutter, ADA-compliant sidewalks, potable and non-potable water systems, sewer infrastructure, erosion control, and stormwater drainage.

Exhibit F

**Erik Nyce, PE****Task Order Manager - Landside**

Education: BS | Civil Engineering / MBA | Operations Management

Registrations: Professional Engineer: CO (38553)

Office Location: Denver, CO

Why Erik?

- Successfully managed many multi-discipline projects for DEN and DOIT
- Extensive experience delivering projects from Conceptual to Final Design

Total Years Experience:

30

Years with Jacobs:

5

Years on DEN Projects:

4

Erik has over 30 years of experience managing and design projects from conceptual to final PS&E for multiple DOT's and municipalities. Proven success delivering projects on time, on budget while satisfying client requirements. Performed quality checks, quality reviews and interdisciplinary reviews on a broad range of multidisciplinary projects. Skillful at working with staff to coordinate activities.

Project Manager | Worldport and Parking Lot Expansion Projects | DEN | Denver, CO.

Responsible for the design of two rental car overflow parking lots. These projects involve leading an integrated team of design professionals in preparation of preliminary and final design documents as well as leading an extensive stakeholder coordination process

Post Design Roadway Lead | Central 70 Reconstruction | CDOT | Denver, CO.

Post design roadway lead for the Center and East Segments consisting of over 7 miles of highway reconstruction. Duties include responding to contractor requests for information, preparing design changes and field design changes and extensive multi-discipline and multi-agency coordination.

Design Manager | I-270 Environmental Assessment and Conceptual Design | CDOT | Denver, CO.

Design lead for the conceptual design of 6 miles of controlled access interstate from I-25 to I-70. Leading a blended team of CDOT and Jacobs designers in developing 2 different mainline alternatives along with the redesign of four interchanges using both

ConceptStation and Bentley Open Roads. Duties include leading coordination meeting and design review meetings, developing design schedules, identifying project right of way impacts and coordination with environmental staff and agency stakeholders.

Roadway Lead | Ballard Light Rail Extension Project | Sound Transit | Seattle, WA.

Responsible for leading a team to develop the Draft Environmental Impact Statement (DEIS) and Preliminary Engineering roadway impacts, and plan sheets associated with 7.7 miles of new light rail service and nine stations from downtown Seattle to the Ballard neighborhood. This role involves extensive weekly technical coordination with engineers, architects, urban designers and subject matter experts to discuss and evaluate design concepts and incorporate input. Responsibilities include conducting regular meetings with roadway team, preparing and updating workplan, attending coordination meetings, reviewing and providing input roadway design concepts, presenting concepts to project stakeholders, reviewing and checking plan sheets and conducting quality checks and reviews for submittals.

Design Lead | Spring Mountain Road, Rainbow Boulevard to Aldebaran Ave | Clark County | Las Vegas, NV. Assistant Project Manager and Design manager leading the design of approximately 3.5 miles of urban arterial roadway reconstruction which includes pavement reconstruction, ADA upgrades at over 200 driveways and 20 intersections, intersection grading evaluations and improvements, drop inlet relocations, traffic signal modifications and upgrades, Intelligent Transportation Systems (ITS) and lighting infrastructure improvements, utility modifications and relocations, traffic control, horizontal and vertical modifications and pavement rehabilitation for approximately 600 feet on major side streets and to end of curb return on minor side streets. Erik is also leading the preparation of the project specifications, bid list and engineers estimate and performing quality checks and reviews on submittal documents.

Exhibit F

**Tripp Fox, PE****Airside Design****Education:** BS | Civil Engineering**Registrations:** Professional Engineer: CO (0050623)**Office Location:** Denver, CO**Why Tripp?**

- Experience delivering projects at DEN
- Both design and construction experience on airfield runways and taxiways
- Knowledgeable of FAA requirements

Total Years Experience:**14****Years with Jacobs:****8****Years on DEN Projects:****12**

Tripp is well versed in the implementation of FAA Advisory Circulars as they pertain to both the design and construction of airfield systems and infrastructure. He is experienced in management of civil design, modeling, and plan production for projects involving airport runways, taxiways, and aprons. His airfield design experience includes horizontal layout and vertical control (profiles and grading), pavement design, PCCP jointing, drainage design (surface and subsurface), pavement marking layout, electrical lighting-signage-navigational aids, fencing, access road layout; and construction phasing (CSPP development).

Civil Engineer | DS West Phase 2 | DEN | Denver, CO. Responsibilities included leading the design of various project elements, including the development of construction drawings, technical specifications, and engineer's cost estimate. The project includes the design of new taxilanes, two new deicing aprons with associated drainage infrastructure, and a new snow removal equipment and ground staging equipment pad.

Design Manager | Runway 17R-35L Pavement Rehab and Electrical Upgrades | DEN | Denver, CO. Responsibilities included leading the design of all project elements, including thorough stakeholder coordination to minimize associated operational impacts and develop the CSPP, as well as the development of construction drawings, technical specifications, design analysis report, and engineer's cost estimate. The project included the replacement and rehabilitation of deteriorated concrete pavement slabs within the Runway 17R-35L complex.

Additional project elements include topo survey, utility locates (SUE), PCI pavement inspection, ISI ENVISION sustainability compliance, FAA CSPP filing coordination, FAA Cat-Ex filing coordination, FAA Reimbursable Agreement coordination, and Bidding Services.

Design Manager | Taxiway DS East | DEN | Denver, CO. Responsibilities included leading the design of all project elements, comprising of the development of the construction drawings (demolition, pavement markings, drainage, taxiway lighting and signage); technical specifications; design analysis report; CSPP, construction schedule, and engineer's cost estimate. Responsibilities also included construction administration and project closeout services. The project included the design of a new connector taxiway, a new deicing apron with associated drainage infrastructure, and a new snow removal equipment and ground staging equipment pad.

Airfield Designer | Taxiway DS Stub | DEN | Denver, CO. Responsibilities included the development of the construction drawings (taxiway geometry, profiles, and all associated grading), technical specifications design analysis report, and engineer's cost estimate. Responsibilities also included construction administration services. Project consisted of constructing a portion of new connector Taxiway DS located inside the object free area of Taxiways M & L for the future connection of the remaining Taxiway DS, the future primary apron taxiway running south of future Concourse D.

Airfield Designer | Rehabilitation of Taxiways WA and WB | George Bush Intercontinental Airport | Houston, TX. Responsibilities included the evaluation and design of the geometry and taxiway profiles. The project included the rehabilitation of a failed section of dual 12,000-foot parallel taxiways and associated connectors, and the widening of taxiway pavements to accommodate the revised FAA advisory circular to allow for the operations of the A380.

Exhibit F



Kevin Custy Utility Engineering

Education: Civil Engineering Courses

Office Location: Denver, CO

Why Kevin?

- Widely recognized in Colorado as a subject matter expert in utilities
- Recognized by AASHTO for Exceptional Accomplishment in the Categories of SUE and Utility Coordination

Total Years Experience:

44

Years with Jacobs:

14

Years on DEN Projects:

2

Kevin has 20 years of experience as the Senio Utility Manager performing or overseeing all aspects of utility coordination on multi-billion-dollar projects. His vast experience also includes 35 years of established, proven working relationships with utility companies, local agencies and client representatives in the Denver Metropolitan area. He also possesses in-depth knowledge of Colorado State Law, local laws and the Code of Federal Regulations as they apply to utilities. Kevin is widely recognized in Colorado as a subject matter expert in utilities.

Senior Utility Manager | FasTracks Program, Denver Metro Area | Regional Transportation District (RTD) | Denver, CO. Kevin developed strategy and made recommendations to change state laws to require better utility company coordination with RTD on the FasTracks project, the project came in \$11 million under the engineers estimate for utility work with no utility related delays. coordinated utility issues with DEN on the A line into DEN. Built 122 miles of new commuter rail and light rail, 18 miles of bus rapid transit, 21,000 new parking spaces at light rail and bus stations, and enhanced bus service for easy, convenient bus/rail connections across the 8county district with a design-build project deliverable.

Senior Utility Manager | Central 70, I70 – I25 to Chambers Road | CDOT | Denver, CO. Kevin provided senior leadership and guidance on all aspects of the project due to his vast experience on CDOT projects, applied innovation and experience to eliminate or reduced many utility relocations, there were no utility related delays on the project.

Kevin's responsibilities included:

- Managed all aspects of the utility work from the RFP phase through bidding, award, final design and construction
- Determining utility relocations and developed schedule, scope and cost for all required relocations
- Supervised and trained staff utility team members including Jacobs and Kiewit
- Directed utility owners during construction activities

The Central 70 Project reconstructed a 10-mile stretch of I-70 between Brighton Boulevard and Chambers Road, added new Express Lanes in each direction, removed the aging 56-year-old viaduct, lowered the interstate between Brighton and Colorado boulevards, and placed a 4-acre park over a portion of the lowered interstate. This was Colorado's largest – ever transportation project and was delivered under a Design-Build-Finance-Operate-Maintain method.

General Professional V/Senior Utility Manager | T-REX Multi-Modal DB Project | CDOT and RTD | Denver, CO. Kevin developed strategy and made recommendations for employees to perform assigned duties, in accordance with CDOT, State and Federal guidelines and policies.

Kevin's responsibilities included:

- Directed the Central 70 Utility Task Force Weekly Meetings with CCD, CDOT, and Kiewit
- Directed weekly coordination meeting with all utility owners to change state laws (Senate Bill 00-203) to require better utility company coordination with CDOT projects on a state-wide basis, the T-Rex project came in \$10 million under the engineers estimate for utility work and finished 2 years early.

Design build project delivered reconstruction of 17 miles of 2 interstate highways, added 19 miles of new double-track light rail transit (LRT) line, including 13 new stations, construction or reconstruction of all roadway bridges, 14 LRT bridges, 3 LRT tunnels, 400 utility relocations, drainage improvements, pedestrian and bicycle access.

Exhibit F



Adam Lungren

Construction Support Services

Education: MS, Engineering Management | BS, Mechanical Engineering)

Office Location: Denver, CO

Why Adam?

- Skilled in managing structural, mechanical, and electrical scopes from excavation to commissioning.
- Actively overseeing horizontal project teams at DEN.

Total Years Experience:

17

Years with Jacobs:

2

Years on DEN Projects:

1

Adam is a highly experienced construction manager with deep expertise in technical project execution, including excavation, structural concrete, mechanical systems, electrical controls, and commissioning. He has led complex water and wastewater infrastructure projects, overseeing design clarifications, QA/QC reviews, change order management, and document control. Adam ensures alignment with client specifications across budget, schedule, and safety, while maintaining rigorous reporting and communication standards.

Construction Manager | Windsor Headworks Expansion | Town of Windsor | Windsor, CO.

Resident Project Representative (RPR) for the Jacobs Design team as well as the Town of Windsor (client). The new headworks building construction includes new screening and grit removal equipment with improvements to the existing pump and electrical infrastructure which will increase the treatment capacity of the pre-treatment process from 2.8 million gallons per day to 7.5 million per day. Responsibilities include approval of minor design changes and clarifications, coordination of communications between contractor and design team, overall budget monitoring and pay application approval, contractor QA/QC plan review, project tracking and reporting, oversight of document control processes, claims and dispute analysis, change order management, and commissioning. Project elements included excavation, aggregate pier installation, concrete structure construction, controls and power installation, equipment installation, and start-up commissioning.

Construction Manager | Fort Lupton Water Treatment Plant Expansion | Town of Fort Lupton | Fort Lupton, CO.

Resident Project Representative (RPR) for the Jacobs Design team as well as the Town of Fort Lupton (client). The project included adding two new skid systems, two new feed pumps, a new clarifier, and all the associated piping and controls. Responsibilities included approval of minor design changes and clarifications, coordination of communications between contractor and design team, overall budget monitoring and pay application approval, contractor QA/QC plan review, project tracking and reporting, oversight of document control processes, claims and dispute analysis, change order management, and commissioning. Project elements included excavation, concrete pier installation, concrete structure construction, process pumps, process skids, controls and power installation, equipment installation, and start-up commissioning. This project was successfully completed 4 months ahead of schedule.

Construction Manager | Wellington Water Treatment Plant | Town of Wellington | Wellington, CO.

Resident Project Representative (RPR) for the Jacobs Design team as well as the Town of Wellington (client). Responsibilities included approval of minor design changes and clarifications, coordination of communications between contractor and design team, overall budget monitoring and pay application approval, contractor QA/QC plan review, project tracking and reporting, oversight of document control processes, claims and dispute analysis, change order management, and commissioning. Project elements included excavation, building construction, HVAC installation, controls and power installation, drying bed construction, equipment installation, and start-up commissioning. The project site covered approximately 8-acres, with a total projected cost of \$35 Million.

Exhibit F



Robert Guptill, PLS

Topo Survey

Registrations: Professional Land Surveyor:
CO (#38747)

Office Location: Denver, CO

Why Robert?

- Robert brings a rare blend of field expertise and technical leadership that ensures precision and quality.
- Proven ability to identify client needs and deliver impactful solutions.

Total Years Experience:

19

Years with Jacobs:

12

Years on DEN Projects:

12

Robert brings nearly 20 years of geospatial experience, with a strong foundation in field operations, technical expertise and project management. His background includes boundary, topographic, geodetic control, ALTA, ROW, and as-built surveys. As Survey Group Lead, Robert directs technical execution and coordination of aviation-focused survey efforts, ensuring alignment with project scope, budget, schedule, and design standards. His leadership supports collaboration between field and office operations, contributing to accurate, high-quality deliverables and compliant project outcomes.

Survey Group Lead | DS West Phase 2 | DEN | Denver, CO. Survey elements included establishing and managing survey control networks to support accurate layout and construction, as well as conducting topographic design surveys to document existing site conditions and inform grading, drainage, and pavement design. Subsurface utility investigations were performed to identify and map existing underground infrastructure, helping mitigate utility conflicts and ensure safe excavation. This project at DEN increased deicing capacity on the West side of the North Concourse C ramp.

Project Surveyor | DS West Phase 1 | DEN | Denver, CO. Survey services were provided in support of the Concourse C West RON Pad, Taxiway CN, staging areas, and service roads. The scope included establishing survey control and conducting topographic surveys across an area approximately 1,000 feet by 2,300 feet. The collected data supported the development of multiple design packages. All survey activities were coordinated with, reviewed, and approved by the DEN survey team.

Survey Group Lead | Runway 17R-35L Pavement Rehab and Electrical Upgrades | DEN | Denver, CO. Survey services were provided for Runway 17R-35L, Taxiway L, and associated vehicle service roads. The scope included establishing and managing survey control networks, conducting topographic surveys, performing Subsurface Utility Engineering (SUE), and executing both terrestrial and mobile laser scanning. Topographic data was collected across approximately 270 acres and used by the design team to support the development of various design packages. All survey activities were coordinated with and reviewed by the DEN survey team.

Project Surveyor | B East Concourse Expansion | DEN | Denver, CO. Collected data informed grading, drainage, and pavement design. Survey crews collaborated with design teams to ensure data met specifications and supported accurate design models. All survey activities were coordinated with airport operations to maintain safety and minimize disruption. Survey services supported the

DEN B East Concourse Expansion Project, aimed at increasing gate capacity and operational efficiency. The scope included establishing a project-specific survey control network and performing topographic design surveys across gates B59–B61.

Project Surveyor | APA 2022 Airfield Improvements | Centennial Airport | Englewood, CO. Topographic survey services were provided for multiple areas of Centennial Airport, including Runway 17R/35L, Taxiway B, the Taxiway A1 run-up area, and the relocation of Taxiways A8 and B8, as well as the construction of a midfield run-up. In addition to topographic data collection, survey control was established to support construction activities throughout the project limits. All survey efforts were coordinated through Airport Operations.

Exhibit F

**David Curran, PE****Geotechnical & GPR**

Education: MS | Civil Engineering / ME | Management / BS | Chemical and Materials Engineering

Registrations: Professional Engineer: CO (41661)

Office Location: Denver, CO

Why David?

- Extensive experience in geotechnical site investigations, engineering analysis and design, specification development, subcontracting support, and construction support.

Total Years Experience:

22

Years with Jacobs:

13

Years on DEN Projects:

9

David is a senior geotechnical engineer who is skilled in soil and foundation engineering and has worked on a wide range of civil infrastructure projects. He has more than 22 years of experience in geotechnical engineering, including extensive experience in geotechnical site investigations, engineering analysis and design, specification development, subcontracting support, and construction support. David is skilled at providing recommendations and performing reviews for shallow and deep foundations, retaining walls, slope stabilization, and subgrade stabilization.

Geotechnical Engineer | Tunnel Switchgear Heaving Remediation | DEN | Denver, CO.

Provided geotechnical support to design team evaluating existing conditions and potential remediation alternatives. Reviewed geotechnical subconsultant reports.

Geotechnical Engineer | DS West Phase 2 | DEN | Denver, CO.

Provided geotechnical support to design team related to filling of existing pond. Reviewed geotechnical subconsultant report.

Geotechnical Engineer | Northern Treatment Plant | Metro Water Recovery | Brighton, CO.

Provided support to design team including assistance with implementation of subconsultant recommendations, swelling bedrock, slurry wall, and tunneled crossing issues. Provided support during construction, including submittal reviews and reviews of subcontractor plans for stabilization of a 78-inch interceptor line that was settling due to compressing fill. Observed permeation grouting operations during stabilization.

Lead Geotechnical Engineer | Prologis Lift Station Improvements | City of Aurora | Aurora, CO.

Developed and oversaw in-house geotechnical investigation program for new structures and stabilization of existing infrastructure distressed by settling soils. Developed foundation recommendations and specifications including a compaction grouting specification to reduce the potential for additional future settlement.

Lead Geotechnical Engineer | Pump Station 1 and Zone A Pipeline | Pinery Water and Wastewater District | Douglas County, CO.

Developed and oversaw in-house geotechnical investigation program for a new pump station and pipeline. Provided foundation recommendations and developed specifications.

Lead Geotechnical Engineer | 33rd Street Intake and Pump Station | Colorado Springs Utilities | Colorado Springs, CO.

Developed and oversaw in-house geotechnical investigation program for the alternatives analysis. Provided foundation recommendations and recommended additional investigations for the selected alternative.

Lead Geotechnical Engineer | Resilient St. Vrain Project | City of Longmont | Longmont, CO.

Developed and oversaw an extensive in-house geotechnical investigation program for channel improvements, pedestrian bridges, diversions, retaining walls, park facilities, and pavements for two reaches along a 7-mile corridor. Provided site development and foundation recommendations, permitting support, and earthwork specifications.

Lead Geotechnical Engineer | Ridgegate Line/Rueter-Hess WISE Infrastructure Project | Parker Water and Sanitation District | Parker, CO.

Developed and oversaw in-house geotechnical investigation program for a new 42-inch-diameter, 4.5-mile-long pipeline, valve vaults, and ammonia storage facility. Provided foundation recommendations, developed specifications, and provided support during construction.

Exhibit F



Ania Motas, PE
Pavement Investigations

Education: BS | Civil Engineering
Registrations: Professional Engineer: CO (41796)
Office Location: Denver, CO

Why Ania?

- Experienced at delivering projects at DEN
- Unmatched expertise on FAA requirements
- Expertise in the design of airport projects, ranging from conceptual planning to design and construction coordination

Total Years Experience:
22
Years with Jacobs:
22
Years on DEN Projects:
22

Ania has worked on a wide range of airport and transportation-oriented projects, ranging from conceptual planning, detailed design, and construction support services. Her extensive project experience and technical expertise includes airport planning and design, pavement design, and construction management for a wide variety of commercial, general aviation, and military clients. She also leads the global Airfield Design community of practice at Jacobs. Ania brings her pavement design and pavement materials experience to DEN to proactively offer pavement solutions to complex problems.

Senior Design Engineer | Taxiway DS East | DEN | Denver, CO. Provided senior oversight, quality control, and engineering design and construction support services for construction.

Senior Design Engineer | Gate Apron Rehabilitation and Drainage Improvements | DEN | Denver, CO. Provided senior oversight and engineering design and construction support services for multiple gate improvement projects. Conducted pavement design to address drainage concerns in the apron area, which became the standard apron pavement section at DEN.

Senior Design Engineer | Concourse Expansion Project | DEN | Denver, CO. Provided senior oversight, engineering design, and construction support services for multiple gate expansion projects. Conducted pavement design to address drainage concerns in the apron area.

Airfield Design Engineer | Runway 8/26 Complex Pavement Rehabilitation and ADG V Improvements | DEN | Denver, CO. This \$40 M project included the rehabilitation and reconstruction of approximately 96,000 square yards of pavement. Responsible for concrete and

asphalt paving plans, pavement design and construction specifications. Conducted pavement design analysis for the airfield. She was also responsible for services during construction, including submittal reviews and RFIs.

Design Manager | T2 East Pavement Rehabilitation | SAN| San Diego, CA. Led the design of a rehabilitation of the airfield pavements adjacent to Terminal T2. This included slab replacement, joint seal replacement, and spall and partial depth repairs. This project included complicated phasing to ensure access to the maximum number of gates at one time. Provided services during construction.

Senior Airfield Design and Pavement Engineer | Runway 9-27 Reconstruction | CYS | Cheyenne, WY. Senior Oversight and Pavement Design Lead for multi-phase reconstruction of Runway 9-27 and connector taxiways, involving full removal and replacement of the western two-thirds.

Addressed material-related and alkali-silica-reactivity distresses while ensuring FAA compliance. Directed demolition design, asphalt paving plans, construction details, and specifications. Provided engineering design and construction support throughout the project.

Senior Design Manager | Runway 12-30 Reconstruction | Offutt Air Force Base | Offutt AFB, NE. Pavement Designer and Senior Design Manager for the reconstruction of the 11,700-foot by 150-foot civil airfield runway. Led pavement analysis to determine rehabilitation strategy and developed design alternatives. Directed demolition design, asphalt paving plans, construction details, and specifications per UFC 3-260-01 and 3-260-02, and UFGS criteria. Oversaw construction inspections and provided support throughout. Project team earned an “Exceptional” CPARS rating.

Exhibit F



Doug Stewart, PE

Storm Drainage and Water Quality

Education: BS, Architectural Engineering

Registrations: Professional Engineer: CO (#29899)

Office Location: Denver, CO

Why Doug?

- Specializes in transportation and aviation drainage projects for local, national, and international projects.
- Nearly 20 years of supporting DEN

Total Years Experience:

37

Years with Jacobs:

20

Years on CCD Projects:

19

Doug has more than 37 years of experience in drainage for transportation projects. He has served as drainage lead for numerous CCD, CDOT and CFLHD task orders in Colorado and throughout the U.S. Doug has also been the drainage lead on multiple environmental and aviation projects including US36 EIS, I-25 GAP EIS, DEN, Edwards Air Force Base, Daniel K. Inouye International Airport in Hawaii, and San Diego International Airport (SAN).

Drainage Design | DS West & Future Runways Project, Stormwater Master Plan Update | DEN | Denver, CO. Experience working alongside DEN staff on multiple drainage projects. Currently coordinating with Catherine Rafferty to evaluate options for stormwater and water quality designs on the DS West and Future Runways projects in cooperation with DEN's current Stormwater Master Plan updates.

Drainage Lead | Taxiway DS East | DEN | Denver, CO. Responsible for updating the design of the 2019 plan for snow equipment apron, to include a new deicing area and DIW conveyance pipe to west side of airport. Work also included evaluation, replacement and addition of trench drains for drainage industrial wastewater, stormwater pipe conveyance systems, diversion systems, spill collection structures, and ditch design. Prepared plans, specifications, reports, and permitting documents.

Drainage Lead | GARDI Concourse A | DEN | Denver, CO. Drainage lead for Concourse A apron improvement project involving evaluation and replacement of DIW trench drains to meet current MHFD rainfall guideline for a 5-year storm event.

Evaluation of existing storm drainage system to convey the 100-year storm. Evaluate drainage improvements in various phases of work for each quadrant of the concourse. Prepared plans, specifications, report, and permitting.

Drainage Lead | DEN CEP C East Gates C40 and C42 | DEN | Denver, CO. Reevaluate a 2016 drainage design for apron improvements involving replacement of existing trench drain system. Update plans and report for drainage improvements.

Drainage Design Lead | Concourse C RON DS East | DEN | Denver, CO. Responsible for the preliminary and final design of drainage facilities at Denver International Airport (DIA) for a Remain Over Night (RON) apron and snow dump areas. One drainage system was designed for deicing fluids and a 5-year storm event. The other drainage system was designed for a 5-year storm event. Inlets, grates, diversion structures, and concrete pipe were designed for aircraft loading. A trench drain system was designed to convey the deicing fluid flows.

Drainage Lead | Rehabilitate Stormwater/ Airfield Drainage | SAN | San Diego, CA. Responsible for analyzing Trenchless Technology methods for rehabilitating storm sewer pipe on the

airport property, preparing plans, specifications, and cost estimates for the selected rehabilitation method, and coordinating with manufacturers and contractors to identify best methods and qualifications to use for the work. Trenchless Technology methods included Cured-In-Place pipe, Grouted-In-Place pipe, Spiral wound pipe, and point repairs. Also prepared specifications and an opinion of probable construction cost. Prepared and submitted a drainage report and a Construction Activities Stormwater Management Plan to the City of Denver for approval.

Drainage Design Lead | Taxiway A Reconstruction | Daniel K. Inouye International Airport-State of Hawaii Airports Division | Honolulu, HI. New improvements to the taxiway included drainage work to evaluate existing drainage conditions on the airport property and determining drainage outfalls, design of a new drainage system to accommodate the new taxiway and connector ramps, adjust existing outfall ditches to accommodate new system outfalls, prepare phasing plans to provide interim and final drainage to nine phases of construction, client coordination, and preparation of drainage design reports.



Scott Bacina, PE

Roadway Design

Education: BS | Civil Engineering

Registrations: Professional Engineer: CO (0059741)

Office Location: Denver, CO

Why Scott?

- Skilled in delivering safe, sustainable transportation designs using MicroStation, Inroads, and OpenRoads.
- Proven success in producing ADA-compliant plans

Total Years Experience:

9

Years with Jacobs:

7

Years on CCD Projects:

7

Scott is a professional roadway design engineer with expertise in transportation systems that promote safety, smart growth, and sustainability. He brings hands-on experience in Autocad Civil 3D, MicroStation, Inroads, and OpenRoads, along with a strong record of delivering high-quality, agency-coordinated infrastructure solutions that make him a valuable asset for DEN’s on-call projects. His strengths include precise plan development, effective coordination with stakeholders, and a deep understanding of ADA compliance and traffic signal design.

Roadway Designer | I-25 PEL | CDOT | Denver, CO. Investigation of the potential effects of various widening configurations along the portion of I-25 between State Highway 105 and C-470. Scott assisted in drafting multiple configuration options and developing supporting exhibits. At CDOT’s request, the team explored the viability of a transportation center at Wolfensberger and I-25. The resulting design exceeded expectations, and CDOT plans to move forward with it in a future project.

Roadway Designer | Crosswalk Operations Safety Study 13th and Xenia Street Reconstruction | CCD | Denver, CO. This project involved road reconfiguration, including bulbouts, signing and striping changes to enhance safety conditions for pedestrians. Scott assisted in the development of the project plans and estimate.

Roadway Designer | Yale Station Pedestrian Safety Project | CCD | Denver, CO. This project involved preparing plans, specifications, and an estimate for pedestrian path and roadway improvements, including updating curb ramps to meet ADA standards, adding a center median, implementing traffic signal and signing and

striping changes, and adjusting the roadway crown for proper drainage. Scott assisted in developing project narratives, estimates, and cost-benefit analyses. His added value was evident in the geometrically complex curb ramp designs, which required extensive fine-tuning to tie into existing conditions, ultimately resulting in a final product that met quality standards and satisfied the client.

Roadway Designer | HSIP Safety Improvements | CCD | Denver, CO. This project involved safety improvements at 4 intersections including geometric roadway reconfigurations, retrofitting curb ramps to meet ADA compliance, traffic signal updates, and signing and striping updates. Scott assisted in the development of the project plans and estimates.

Roadway Design Lead | East and West Vail Pass | CDOT | Vail, CO. These projects focused on recreation path improvements, interstate improvements, as well as a wildlife crossing. At each initiation, Jacobs employed the CSS process to engage Issues Task Forces in developing guidance and criteria that informed design and streamlined design reviews by gaining early consensus on strategies and solutions.

Scott and the team coordinated with CDOT and local agencies to meet the environmental and early action schedules and budgets.

Roadway Designer | New Queue-Cutter Traffic Signal | Martin Marietta | Weld County, CO. Preparation of Traffic Signal Plans for new queue-cutter signals at the US Highway 34 and Great Western Railroad grade crossing, as well as at the Weld County Road and Great Western Railroad grade crossing. Scott contributed to the development of a Traffic Signal Cutover Packet, which documented the traffic signal controller testing conducted during the cutover event. As the Roadway Designer, he was responsible for planning development.

Roadway Design Lead | Intersection Improvements Task Order | City of Colorado Springs | Colorado Springs, CO. This project involved safety improvements at several intersections across Colorado Springs including geometric roadway reconfigurations, retrofitting curb ramps to meet ADA compliance, traffic signal updates, and signing and striping updates. Scott prepared the design, plans, and quantities for the roadway and curb ramp portions of the projects.

Exhibit F



Michael Heugh, PE

Traffic Engineering & Control

Education: MS | Traffic Engineering /
BS | Mathematical Sciences

Registrations: Professional Engineer: CO (45954)

Office Location: Denver, CO

Why Michael?

- Expertise in traffic signal design
- Experience in a multitude of traffic engineering services

Total Years Experience:

19.5

Years with Jacobs:

5.5

Years on CDOT Projects:

19

Michael has almost 20 years of transportation and traffic engineering experience from both the public and private sector perspectives. He has applied his skills to lead traffic engineering tasks on ITS design, environmental and traffic impact studies, temporary and permanent signing and striping design, traffic signal design, safety assessment studies, microsimulation, and transportation demand modeling for both traditional design-bid-build and design-build projects.

Construction Traffic Control Lead Engineer | I-25 Express Lanes Segment 5 | CDOT | Mead, CO. Developed a comprehensive temporary signing and striping design across multiple phases and stages on the 7-mile design-build project. Coordinated with all disciplines on the project to incorporate construction needs and activities as the design progressed. Developed quantity tabulations for cost estimates, working with CDOT and contractor staff to include appropriate items and specifications.

Traffic Engineer Design Lead | Alameda over I-225 Bridge Replacement | City of Aurora | Aurora, CO. Lead traffic engineer for traffic signal, signing and striping, and ITS design for this bridge replacement project. Project is on a main arterial roadway for the City of Aurora. Designing a signal system that serves multi-modal users efficiently is critical to long-term success.

Traffic Engineer | US 34 / US 85 Interchange Reconstruction | CDOT | Greeley, CO. Created a signing and striping plan as part of the interchange reconstruction in Greeley and Evans, CO. A signing plan was created which included ground mounted signs as well as overhead guide signs.

Due to the complexity of the interchange, an “outside-the-box” approach was taken when developing a guide signing approach, taking principles from these current standards and applying them to this unique interchange.

Project Manager | Citywide ITS Communications Upgrade | City of Centennial | Centennial, CO. Project Manager for the project that designed fiber optic connections and splicing diagrams to city traffic signal controllers from the city’s mainline fiber as part of an on-call contract. Developed cost estimates and specifications for the design. Worked with city staff to develop a project schedule which met the city’s financial and engineering commitments. Project design was delivered ahead of schedule and under budget. Responded to post design services.

Project Manager | Highway Safety Improvement Program, Fiscal Year 18 Traffic Signal Project | CCD | Denver, CO. Managed the installation of traffic signals at 5th Avenue and Broadway and 5th Avenue and Lincoln for the City and County of Denver.

Managed a team consisting of roadway, drainage, and traffic engineers to deliver a successful project. Project required both City of Denver and CDOT coordination.

Maintenance of Traffic Lead Engineer | C-470 Managed Lane Expansion | CDOT | Douglas and Jefferson Counties, CO. Before joining Jacobs, he developed a construction phasing plan and traffic control plans (TCP) for all phases of the 12+ miles of this design/build project. Managed a staff of 5 engineers working on this task. Coordinated simultaneous submittals of all TCP design packages, including quality control, interdisciplinary reviews, and contractor reviews. Lead traffic task force meetings concerning all aspects of traffic related design. Designer’s professional engineer of record for all MHT’s used on the project. Point of contact for post design services.

Exhibit F



Beth Tosti, PE

Bridge Design

Education: MS, Civil Engineering |
BS, Civil Engineering

Registrations: Professional Engineer: CO (39409)

Office Location: Denver, CO

Why Beth?

- Delivers complex bridge projects with innovative methods and cost savings solutions
- Expert in structural design and rehab, including ABC and load rating

Total Years Experience:

25

Years with Jacobs:

15

Years on CDOT Projects:

25

Beth is a project manager and structural engineer with a background in all elements of structures design for highway, light rail, and pedestrian bridge use. Has included Accelerated Bridge Construction (ABC) methods in past projects to improve safety and decrease impacts to the public, with methods such as slide in bridge placement, precast bridge elements, and prefabricated superstructures. Structural experience includes load rating of bridges, design of sign structures, retaining walls, and sound barriers, and construction support.

Project Manager | DOTI Bridge Staff Augmentation | CCD | Denver, CO. Managing a team of professionals to serve as an extension of staff for the DOTI Bridge group for tasks as requested. Tasks include plan review, intern training and guidance, scour critical bridge plan of action reports, and bridge load rating.

Project Manager | I-70 over Kipling Street Bridges Repair | CDOT | Wheat Ridge, CO. Leading a bridge deck repair project as preventative maintenance on the I-70 over Kipling bridges that are on CDOT's 10-year plan for a full interchange reconstruction. The poor deck condition lends well towards using hydrodemolition with latex modified concrete repair to provide a longer service life while CDOT secures funding for the interchange project. A full closure of I-70 and Kipling over two weekends allows constant two-lane throughput on the existing interchange ramps while providing CDOT with the fastest rehabilitation time to get the public onto safer roads.

Structural Lead | Castle Creek Bridge/Entrance to Aspen | City of Aspen | Aspen, CO. Led the rehabilitation feasibility study for the replacement of the existing SH 82 over Castle Creek Bridge, determining if replacement or rehabilitation are feasible at the existing alignment. Subsequently, we evaluated layout and cost for the land bridge and highway bridge over Castle Creek along the Preferred Alternative alignment from the Entrance to Aspen Record of Decision. Responsibilities also included City Council presentations for the highly contentious project.

Structures Lead | Alameda Ave over I-225 Bridge Replacement | City of Aurora | Aurora, CO. Leading a team of bridge design engineers from conceptual design through final design for replacement of the structurally deficient bridge at Alameda Ave over I-225, a high-volume interchange that leads to the Aurora Municipal Center and Aurora Mall, considered the City's "downtown" area. At the conceptual stage, the bridge is evaluated for Accelerated Bridge Construction, with high scoring towards using a Slide-In Bridge Construction method.

Project Manager | Speer Boulevard Phase 2 Design | CCD | Denver, CO. Responsible for leading the implementation of improvements and repair to the existing Speer Tunnel systems, including fire protection, fire life safety, controls, electrical, and lighting that are compliant with the National Fire Protection Association (NFPA) code.

Project Manager/Structural Engineer | Bridge Load Rating Task Order #2 | CDOT | Statewide, CO. Managed the team and provided coordination with the CDOT project manager for status, while also performing load ratings or quality control design checks for load ratings. This task order provided a load rating for 26 bridges within Colorado using AASHTOWare BrR program. The task order follows up our initial TO with CDOT to rate 20 bridges. Through efficiencies learned on past projects, the team was able to rate an additional 3 bridges (29 bridges total) within the project budget, saving CDOT \$22,118 in design fees.

Exhibit F



Matthew Nork, PE

Structural Engineering

Education: BS | Civil Engineering

Registrations: Professional Engineer: CO (40555),
CA, MT, NE, WY

Office Location: Denver, CO

Why Matthew?

- Over 20 years of QA/QC in structural engineering design, inspection and programmatic evaluations.
- Design experience working on DEN and similar airport projects

Total Years Experience:

24

Years with Jacobs:

8

Years on DEN Projects:

8

Matthew is a senior bridge engineer and registered PE in Colorado with 24 years of experience in bridge design, rehabilitation, inspection, and project management. Based in Denver, CO, he brings a unique perspective through his combined expertise in inspection, design, and programmatic evaluations. His background includes developing Bridge Asset Management Plans, conducting complex and standard bridge ratings, and performing extensive QA/QC on bridge designs, repairs and plans. Matt also has 8 years of design experience working on projects at DEN, SAN, and smaller airports.

Design Manager | Southeast Level 6 Bridge Repair | DEN | Denver, CO. Served as the lead structural engineer. Project includes Engineering Design, Bidding, and Construction Administration Services. Scope included replacing bearing pads and repairing abutment joints for a vehicle bridge located on Level 6 of the southeast exit.

Bridge Lead | Bridge Preventative Maintenance Program | CDOT | Statewide, CO. A key lead on the Structure Asset Management plan which analyzed CDOT's bridge inventory, prioritizing repairs and bundling projects to best fit the client's goals and budgets. This program is a vehicle to fund bridge rehabilitation projects throughout the state, helping CDOT maintain the structural integrity, serviceability and extend the life of its bridge inventory. As part of the program, he managed, designed and delivered over one hundred rehabilitations ranging in complexity, scale, and cost. Typical repairs include bearings replacement, concrete repairs, overlays, expansion joint replacements and scour retrofits.

Bridge Lead | CDOT R2, I-25 South Gap Express Lanes (the Gap) Project | CDOT | Castle Rock, CO. Led and managed the design of

15 major bridges, 30 minor structures, 45,000 lineal feet of walls, and 9 wildlife crossings for the \$350-million highway widening of I-25 from Monument to Castle Rock. This high-profile CMGC project was the fastest, large scale project that CDOT has completed to date and required staff coordination from offices around the country.

Team Leader | Off-System Bridge Inventory | CDOT | Denver, CO. Served as team leader for CDOT's Off-System Bridge Inspection Program. The goal of this contract was to inspect every off-system bridge in CDOT's inventory for the central third of the state. Responsibilities included evaluating bridges for structural integrity, geometrics, bridge scour, and maintenance condition. He helped prioritize repair recommendations and provided cost estimates that would extend the life of the bridge.

QA/QC Manager | CDOT Load Rating Contract | CDOT | Statewide, CO. Provided oversight to the bridge rating team, performed ratings on complex structures and served as a quality reviewer for hundreds of bridge ratings with this contract. This reoccurring bridge rating

contract requires the rating of hundreds of bridges throughout the state. Most bridges are rated with BrR AASHTOWare, but other more complex bridges require software like MDX and hand calculations to complete the rating.

Bridge Lead | Multiple Bridge Repair Projects | Nebraska DOT | Statewide, NE.

Matthew has led the rehabilitations of numerous bridges for the Nebraska Department of Transportation. Most repairs include the replacement or relocation of expansion joints, superstructure and substructure concrete repair and bridge rail rehabilitation.

Bridge Lead | US-34D Flood Recovery Project | CDOT | Greeley, CO.

Following the 2013 flood that severely impacted the South Platte River near Greeley, Matthew conducted a comprehensive structural and hydraulic analysis of an 800 ft bridge to assess scour vulnerability. He designed structural retrofits for piers and abutments identified as inadequate for future flood resilience, and implemented targeted repairs to the deck, pier caps, and girder ends to improve the NHI ratings of each component.

Exhibit F



Elizabeth Naszkowska

Parking Facilities

Education: BS | Civil Engineering

Office Location: Denver, CO

Why Elizabeth?

- Extensive experience and knowledge in ADA ramps and ADA parking and parking lot design
- Has been involved in all phases of projects from conceptual to final design, construction phasing, design support, and environmental impact studies. She was involved in value engineering and peer review on several projects.

Total Years Experience:

34

Years with Jacobs:

22

Years on DEN Projects:

3

Elizabeth brings 30 years of experience for various federal and state clients. Her experience includes transportation projects including parking, roundabouts, highway, and alternative delivery contract projects. She has extensive experience with all FHWA processes and procedures on more than 70 task orders on an FHWA IDIQ contract that have required design plans, quantities and cost estimates, supervised plan preparation, analyzed environmental impact and inspected projects.

Lead Design Engineer | Calawba Court Repurposing and Worldport Parking Expansion | DEN | Denver, CO. Responsible for parking and supporting road network/accesses design from conceptual to final stage. Working closely with the client to address their expectations and to provide safe access to existing car rental sites. The work included parking sites design in challenging with many constraints location, bus access, construction phasing, cost estimate, plan production supervision. Responsibilities also included construction support.

Design Engineer | Central 70 | CDOT | Denver, CO. Responsible for leading roadway design for widening portion of Interstate 70 between Quebec Street and Airport Blvd, widening/adjustment of exit/entry ramps to adjacent crossroads. Responsibility also included guardrail design, details development and plan production supervision.

Lead Design Engineer | I25-C Bridge Replacement | CDOT | Walsenburg, CO. Responsible for initial and final mainline and detour design, details, cross sections, grading, wetland and US water temporary and permanent impacts, right-of-way (ROW) impacts, construction phasing

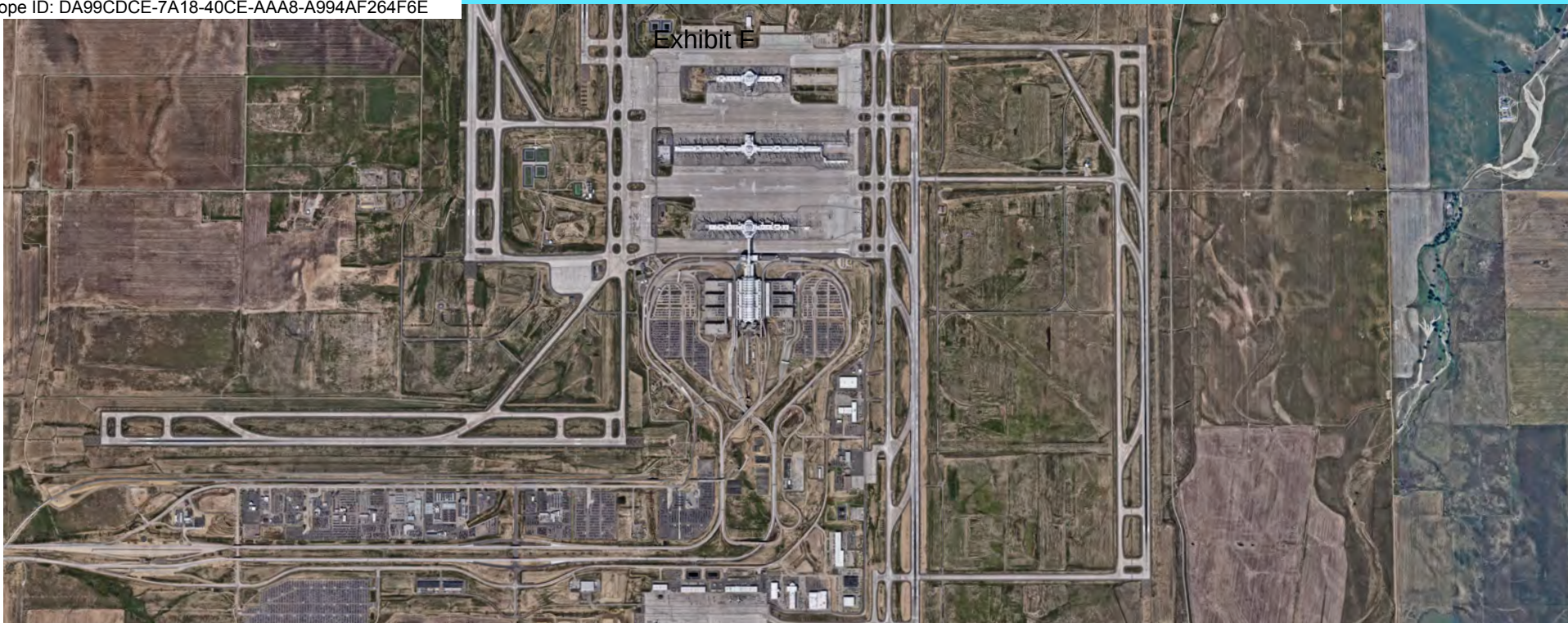
design, minor utility relocation design, tabulation of quantities, and cost estimate. This project included replacing a bridge over Sull Creek. The bridge is located on the I-25 Business Loop about two miles north of the City limits, in an area with commercial development. North of the bridge acceleration and deceleration lanes existed, and south of the bridge was a narrow two-lane section. Final plans were developed in five months to meet an aggressive schedule to utilize Bridge Enterprise funding.

Design Engineer | US34 Big Thompson Flood Recovery | CDOT | Estes Park to Loveland, CO. Responsible for final mainline design, bridge accesses design, details, cross sections, grading, tabulation of quantities, and revetment cost analysis. This project includes a roadway reconstruction and resurfacing in destroyed by flood areas.

Lead Design Engineer | Printers Parkway Roundabout Construction | City of Colorado Springs | Colorado Springs, CO. Prepared 30% design plans advancing the City's conceptual roundabout proposal at Printers Parkway and Parkside Drive. Scope included horizontal and vertical geometry, approach alignments, roadway

widths, superelevation, cross-slopes, curb and gutter, truck apron, splitter islands, pedestrian crossings, and grading. Technical responsibilities encompassed quantity takeoffs, cost estimating, unit price analysis, drainage pattern review, ROW impact assessment, and oversight of plan production. The design supported informed public consent and identified potential schedule and cost risks. The project aimed to convert a four-legged unsignalized urban intersection surrounded by residential, office, and medical uses into a modern roundabout.

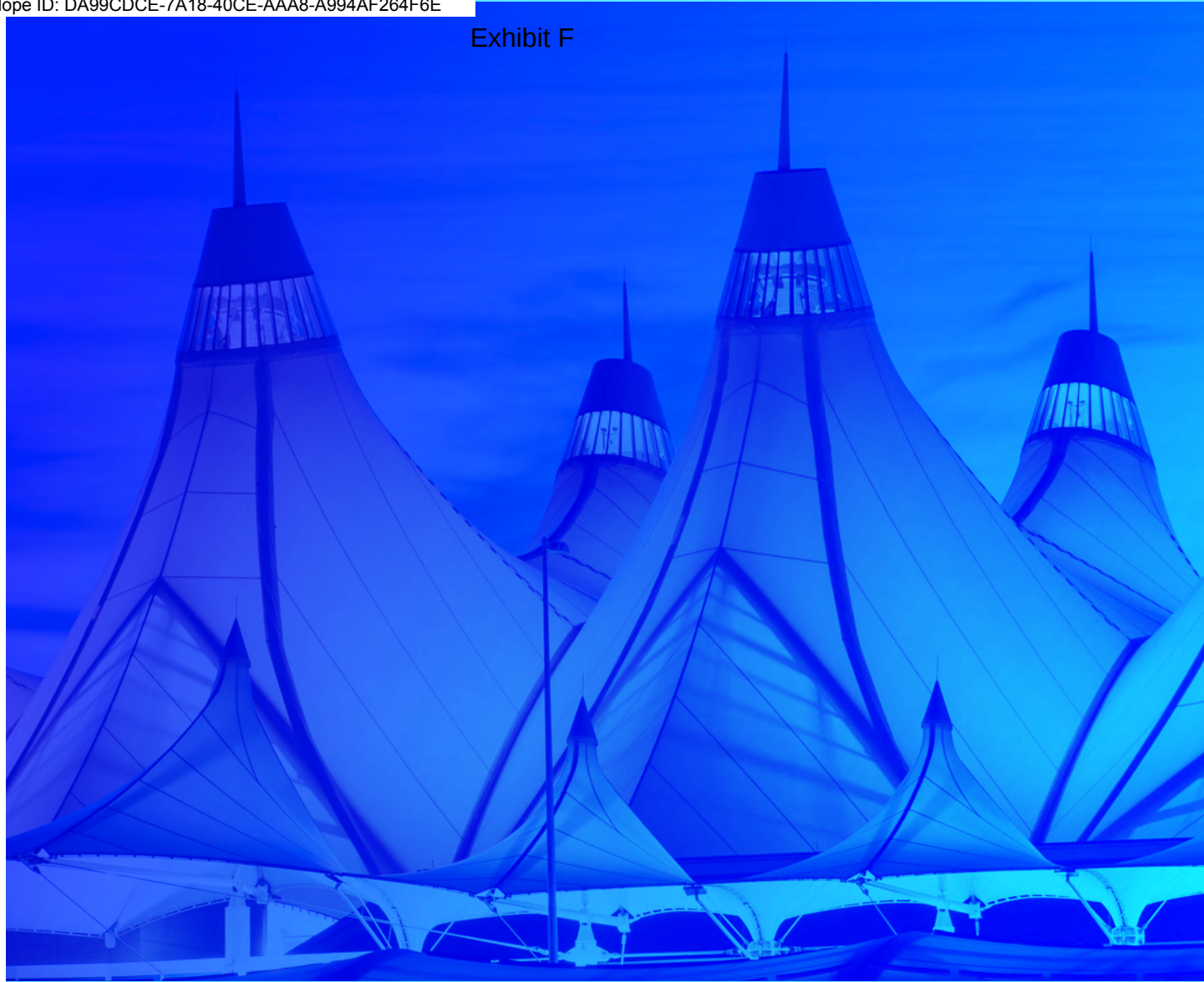
Design Engineer | E-470 Toll Highway, E-470 Public Highway Authority, Roadway, Denver, CO. Responsible for bridge clearance calculations, design of treadle and canopy drain systems for Toll Plaza C, diamond interchange design at 112th Avenue, development of plan production standards, survey data processing, quantity calculations, and quality control. The project involved improvements along the 46-mile E-470 Tollway, a partial beltway around eastern-metro Denver, including diamond interchanges, at-grade intersections, grade separations, and two mainline toll plazas.



Jacobs Tracking # 006Qj00000YQkObIAL

Chad Picard, PE
Contract Manager
P: 720.545.4001
E: chad.picard@jacobs.com
www.jacobs.com





Proposal Forms

- Proposal Acknowledgement Letter
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Condition



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

City and County of Denver
Denver International Airport

Proposer: Jacobs Engineering Group Inc. Date: 9/18/2025

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 (8/25/25), Addendum 2 (9/11/25), Addendum 3 (9/12/25)

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: William L. VanHercke, P.E.

Type or print name: William (Bill) VanHercke, PE

Proposer's Business Address: 717 17th Street, Suite 2750, Denver, CO 80202

E-mail address: William.VanHercke@jacobs.com

Exhibit F

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

JACOBS ENGINEERING GROUP INC.

is an entity formed or registered under the law of Delaware , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871710258 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 08/22/2025 that have been posted, and by documents delivered to this office
electronically through 08/26/2025 @ 14:02:29 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 08/26/2025 @ 14:02:29 in accordance with applicable law.
This certificate is assigned Confirmation Number 17628388 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Jacobs Engineering Group Inc.Proposer Address: 717 17th Street, Suite 2750, Denver, CO 80202Phone: (720) 205-7694 (Mobile) Fax (720) 286-9985Email: William.VanHercke@jacobs.comFederal Identification Number: 95-4081636Principal in Charge (Name & Title): Willaim (Bill) VanHercke, PE, Authorized Rep and Principal-in-ChargeProject Manager for this RFP (Name & Title): Chad Picard, PE, Project ManagerEqual Employment Opportunity Officer: Kelly Harris

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

Ace American Insurance Company**Parent Company Information
(If Applicable)**Name of Company: Jacobs Engineering Group Inc.Address: 1999 Bryan Street, Suite 1200, Dallas, TX 75201Phone: (720) 205-7694 (Mobile) Fax: (720) 286-9985Contact Person: Bill VanHercke, PE

Submittal is for (check one):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☒ Corporation

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

- ☐ Subsidiary
- ☒ Parent Company

State of Incorporation: Delaware

Is this a joint venture?

- ☐ YES
- ☒ NO

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

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

JEG is outside the scope of business license requirements for the City of Denver, no license is required.

References***(Provide three professional references below)***

1. Company Name: Denver International Airport
Contact: Irene St. Martin, PE, C.M., CCM
Project Title: Oversight of Multiple Projects
Email: Irene.St.Martin@flydenver.com
Phone Number: 970-405-3173

2. Company Name: City and County of Denver, DOTI
Contact: Brian McLaren
Project Title: Professional Services On-Call Contracts (Roadway/Bridge/Multimodal/Utilities)
Email: Brian.McLaren@denvergov.org
Phone Number: 720-913-4546

3. Company Name: City and County of Denver
Contact: Tykus Holloway
Project Title: Peoria Street Grade Separation
Email: Tykus.Holloway@denvergov.org
Phone Number: 720-913-8812

CERTIFICATION

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

Signature William Z. VanHercke, PE. Title Authorized Representative

Print Name William (Bill) VanHercke, PE

Date 9/18/2025

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

Signature William Z. VanHercke, PE. Title Authorized Representative

Print Name William (Bill) VanHercke, 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 attached.

Exhibit F

**City and County of Denver
Denver International Airport
On-Call Infrastructure Design
RFP #: 202580614**

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

Jacobs and its related companies and affiliates form a global organization that has the technical, financial, and professional qualifications and resources to deliver On-Call Infrastructure Design services to Denver International Airport. Jacobs' annual reports, SEC filings, and Proxy reports can be found at <https://invest.jacobs.com/financials/annual-reports/default.aspx>. From time to time and in the ordinary course of its business, Jacobs is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is Jacobs' practice to defend itself in such actions, many of which are generally subject to insurance, and none of which are expected to have a materially adverse effect on Jacobs' consolidated financial statements. No such litigation is expected to have any impact on Jacobs Engineering Group Inc.'s potential ability to perform the contract, and Jacobs can also certify it has not filed bankruptcy within the last ten (10) years nor currently debarred or suspended from bidding/proposing on any Federal, State or local government procurements.

Moreover, Jacobs can certify that in the last five (5) years it has not been involved in any formal legal and/or administrative proceedings involving professional liability for architectural and/or engineering design service claims in excess of Fifty Thousand Dollars (\$50,000.00) in the State of Colorado where Jacobs Engineering Group Inc. was an actual named party. Further, Jacobs does not keep records of criminal actions, or any other similar criminal proceedings for its principals or public stock owners, directors or employees. However, Jacobs can certify that no elected officers or members of its Board of Directors have been convicted of a bid/proposal-related crime, including a misdemeanor, in the past five (5) years.