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 **AECOM TECHNICAL SERVICES, INC**., a California corporation authorized to do business in the State of Colorado ("**Contractor**") (collectively the "**Parties**").

W I T N E S S E T H:

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

WHEREAS, the City desires to obtain professional design and construction project delivery support services; and

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

WHEREAS, Contractor's proposal was selected for award of the Design and Construction Project Delivery Support Services (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 division. The relevant Senior Vice President (the "**SVP**") or their designee (the "**Director**"), will designate a project manager ("**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 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. 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 Project Manager. Contractor shall request the Project Manager'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 City shall have the right to reject any proposed outside subcontractor deemed by the Project Manager to be unqualified or unsuitable for any reason to perform the proposed services. The City 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 Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. 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 five (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two (2) one-year periods, 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 Director, 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).

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 **Fifty Million Dollars and No Cents** (**$50,000,000.00**) ("**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 Director 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 Director or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If 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 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 25 %, 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 the Agreement were encumbered.

Date bid or proposal issuance was advertised: July 16, 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 the 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 Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

7. INSURANCE REQUIREMENTS:

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

B. 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 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 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.

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:

AECOM Technical Services, Inc.
7595 Technology Way Ste 200
Denver, CO 80237
ATTN: David Cerione
Phone: 305-970-4615
Email: David.cerione@aecom.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 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 Director 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 the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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 the 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 Director 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 Director 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, C.R.S. §§ 24-72-201, *et seq.* ("**CORA**"), 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 the 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 the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of 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 the 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 Contractor is performing or anticipates 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 the 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. 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 Sections 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 Sections 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
Sections 1 through 17 hereof
Exhibit A
Exhibit B
Exhibit D
Exhibit C
Exhibit E
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. The 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-202579524-00
Contractor Name: AECOM TECHNICAL SERVICES, 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: PLANE-202579524-00
Contractor Name: AECOM TECHNICAL SERVICES, INC.

By: DocuSigned by: Matt Ulukaya 96ED748514F64FE...

Name: Matt Ulukaya
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: ______________________________________

Name: ______________________________________
(please print)

Title: ______________________________________
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21including 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.

DEN

EXHIBIT A

Scope of Work

1 INTRODUCTION

1.1 SUMMARY

The Design, Engineering, and Construction (DEC) division of Denver International Airport (DEN) is the primary delivery arm for design and construction projects at the airport. DEC progresses projects through the Define, Deliver, and Closeout phases to provide the infrastructure and facility development projects in both public and sterile/secure areas. To achieve that objective DEC enhances its core staff through the engagement of multi-disciplined Consultants. DEC has overall responsibility for achieving the best design to produce the safest projects, best quality, fastest delivery schedule, and most efficient budget framework possible.

The various teams and departments of DEC provide integrated delivery services spanning from the development of standards and requirements for project definition and design, to overall project management activities through operationalization, activation, and project turnover. DEC team members ensure that airport development projects meet DEN's project requirements and fulfill the minimum requirements of the City & County of Denver Standard Specifications for Construction General Contract Conditions.

Under this contract the selected Contractor shall provide comprehensive Project Delivery Support Services to DEC. These services are intended to be provided on a project-by-project basis through the issuance of a single task order for all requested services. These services may include:

- Contract Administration
- Project Management (design and construction)
- Project Controls (estimating, scheduling, change management)
- Operational Readiness, Activation, and Transition (ORAT)
- Quality Assurance Inspections
- Commissioning
- Special Inspections

In general, project delivery includes activities for general project management (including planning, design management, construction management, budget and schedule management); ensuring compliance with design and requirements of Authorities Having Jurisdiction (AHJ); determining and establishing construction standards and materials; working with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; providing professional/technical assistance and project updates to stakeholders, management, and City Council; assuring that projects meet established quality standards; working with DEN's Business Operations Division in publishing requests for proposals or other contract solicitations, and in selecting consultants and contractors for development projects; preparing and giving presentations; negotiating contracts; evaluating and negotiating time and cost changes; and performing additional duties as assigned. Project delivery may also include contract administration services; contract review and advisement; processing of payment application packages; creation of requests for information or requests for proposals; and analyzing, preparing, and presenting data-driven metrics and reporting.

It is expected that support staff will manage all activities necessary in a highly collaborative integrated environment to meet project goals, including but not limited to: identifying and prioritizing the needs of DEN within the Vision 100 and Operation 2045 strategic plans, coordinating the project work flow within the DEN project lifecycle (PLC); ensuring that all alternatives are considered and evaluated; and ultimately overseeing the implementation and project delivery process, all while maintaining and managing project schedule and scope within the defined budget.

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

Support staff provided under this contract will be assigned to projects on a project-specific task order basis and are expected to stay assigned to a project for the duration of the project assigned. Support staff may be assigned to multiple projects simultaneously, and the Contractor will manage the available resource capacity to ensure quality delivery of assigned responsibilities. The Define and Closeout phases of the project lifecycle will not be a significant portion of the project tasks assigned as the Deliver phase; however, all phases may be included in the responsibility of assigned Contractor staff. Contractor staff will be integrated within the applicable groups in DEC and will fall within the day-to-day supervision of the department supervisors for the services performed under this contract.

1.2 AUTHORITY

The authority and oversight of this contract is established through the DEC Senior Vice President (SVP), and most of the day-to-day oversight, administration, and management of the contract will be delegated to the Senior Director, Directors, or Supervisors of DEC (DEC Leadership Team).

2 CONTRACT REQUIREMENTS

2.1 GENERAL

A. The Contractor will provide various professional, technical and support staff to provide project-specific services required for projects managed within DEC's groups. Typical examples of positions to be filled under this contract may include, but are not limited to, Project Managers, Contract Administrators, Commissioning (Cx) Managers, ORAT Coordinators, Quality Assurance (QA) Inspectors, Special Inspectors (SI), Schedulers, Estimators, Scientists, Technicians, Engineers, and Architects.

B. The Contractor will provide professional, technical and support staff assigned to projects to perform or assist with support services which may include management of Define, Design, Deliver, Closeout and any other support services activities as required. It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.

C. DEN currently uses a variety of software, including Oracle Primavera Unifier, Primavera P6 EPPM and Professional, Microsoft applications (e.g., SharePoint, Teams, Office), Textura, Revit, Power BI, Autodesk Construction Cloud, and SkySpark among others, for its project delivery software applications. The Consultant's personnel will be required to become proficient in the use of these programs and any programs adopted in the future for use by DEC.

D. Contractor-provided staff may be part of integrated teams consisting of City and County of Denver (D) employees and other consultants. They will follow established lines of authority and standard communication procedures to ensure that all measurable requirements for a project have been met, and projects are successfully completed.

3 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

3.1 GENERAL

A. The Consultant's staff, as proposed and accepted on a per-project basis, will represent the Project Management Team (PMT) selected for the specified project. The PMT shall be capable of providing all requested services as defined for the specified project, and are expected to work in a collaborative and cohesive manner to meet the general objectives of representing the financial, operational, technical, and reputational interests of DEN. The PMT shall be proposed with an identified project roles and responsibilities matrix.

B. Throughout each phase of the project, the Contractor shall provide monthly progress reporting according to DEC's Earned Value Management processes and procedures for all active PMTs.

C. Following receipt of a fully executed Agreement, the Contractor shall meet with the DEC Leadership Team, and others, in order that the appropriate employees and/or Sub-consultants of the Contractor obtain an adequate and complete understanding of DEC goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).

D. The Contractor agrees that they shall provide no services until directed as evidenced by a signed and dated Notice to Proceed (NTP), and that may, in such direction specify a project or projects for which the services are to be performed, whether said services are to be performed using full time or part time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof.

E. The Contractor agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing prior to commencing their duties under this Agreement, and DEN reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as directed. The Contractor shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as-needed basis

F. DEC has project management teams to manage various project activities. These teams are integrated teams that can consist of personnel from the City, this Contractor, and the other Contractor(s). The assigned Project Manager will have overall responsibility for the assigned project team. They will follow established lines of authority and standard communication procedures to ensure that all measurable requirements for a project have been met, and projects are successfully completed. For all project-related activities (not company-oriented administrative activities), the PMT members, including the Project Manager, will be supervised and receive management directions from a DEN Supervisor.

G. Prior to permitting any new person to commence work, the Contractor shall submit the names and qualifications of each person, including their proposed hourly wage, for approval. At the discretion of the DEC Leadership Team the proposed person shall be made available for an interview.

H. The Contractor shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval. If the Contractor is instructed to remove a staff member from an assigned project or task, the Contractor shall provide an equally or greater qualified individual as a replacement and will remove the requested individual from the task or project within two weeks.

3.2 REPORTING AND DOCUMENTATION

A. Staff Activity Reporting:

1. Within 48 hours upon a request, the Contractor shall provide a staff utilization report for any or all tasks under this contract. The report shall include, but is not limited to staff names, staff project position title, DEN Project/task Name, Contractor hours allocated to each task per RFP, Contractor hours billed on each task, estimated hours for completion of each task, and staff vehicle assignments.
2. The Contractor shall audit the performance of assigned Contractor staff on a quarterly basis or as requested. The intent of the audit is to ensure staff are performing to the requirements of this contract and that they are verifying that all aspects of work are following the Project Contract Documents. The Contractor shall provide a report of the Audit for review. The report shall contain at a minimum:

    a. PMT staff members audited
    b. Name of Projects audited
    c. Details of audit procedures
    d. 360 feedback from DEN staff and Contractor Staff
    e. Errors and omissions identified
    f. Corrective actions taken and additional training needed

B. Project Reporting:

1. The Contractor will facilitate project reporting to various stakeholders and DEN departments utilizing software systems designated by DEN, including SharePoint, Power BI, PowerPoint, Oracle Primavera P6 EPPM, Unifier, Analytics, Workday, Textura, and other software as required as tools for communication across all City agencies.
2. Reports may contain information on, and may not be limited to:

g. Regular progress updates of assigned tasks
h. Cost & schedule performance with a summary of variance and their causes and impacts
i. Quality management
j. Health and safety issues
k. Schedule of Values (SOV) analysis
l. Specific instructions from, or information for project sponsors or stakeholders
m. Potential risks, impacts, and their resolution
n. Earned Value Management reporting
o. Forecasting and cashflow reporting

C. Field Reporting:

1. All project photographic documentation shall be performed with a GPS enabled camera with adequate flash for the environment. Cell phone cameras are not acceptable equipment for confined or interior space documentation.

CI. Other reporting items as required by DEC and DEN

2. From time to time, reporting requirements may change, and additional reporting items may be required from Contractor staff. These requirements will be communicated to Consultants prior to their required delivery or completion.

3.3 STAFF CATEGORIZATION

A. On-Site staff and billing rates: Personnel designated by the Contractor to perform services primarily at DEN's premises (mostly on-site) shall have a billing rate that exclude Contractor overhead fees for office space usage, travel, and office-based consumables (printing, writing utensils, etc.).

B. Off-Site staff and billing rates: Personnel designated by the Contractor to perform services primarily at the Consultant's premises (mostly off-site) shall use the consultant's typical billing rate.

4 PROJECT MANAGEMENT SERVICES

4.1 PROJECT STAFFING PROCESS

A. All Contractor staff will be requested, assigned, and invoiced on a per-project task order basis. Project task orders are typically developed as fixed price/lump sum, not-to-exceed (NTE) sums, or are time and materials (T&M) task orders. See Exhibit D for the task RFP, task proposal, and task execution process.

B. The Contractor shall maintain and provide on a bi-weekly basis a cost-loaded staff utilization plan demonstrating project assignments, available capacity, and burn-rates to the DEC Leadership Team. Web-based dashboards or reports are preferred, and Microsoft Excel/CSV files may also be acceptable.

C. All work associated with the development of task order proposals shall be included in the Consultant's multiplier.

4.2 DEFINE PHASE

A. When a project need has been identified, it is assigned to a Project Manager (PM) and the Project Define Phase is initiated. During this phase, the Project Manager meets with the Project Sponsor and associated stakeholders to further refine and quantify the project need. Alternatives to the requested project scope or schedule may be reviewed, and subsequent cost estimates and schedules are prepared. The project request is then presented to the DEC Leadership Team for approval to be incorporated into the Capital Improvement Program or O&M Program. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Contractor may be requested to provide some or all the following services, in which case a proposal will be requested from the Contractor. Consultant's personnel activities during the Define stage may include and may not be limited to:

1. Review planning and programming studies, which may include special engineering studies and reports such as condition assessments and geotechnical investigations for applicability to the Project.
2. Prepare the Define Stage Gate(s) – Following DEC's Project Life Cycle, prepare the Define Stage Gate for presentation and present as needed to Leadership and Stakeholders.
3. Prepare Documents for Leadership Review & Approval – Prepare documentation and presentation materials for Executive Leadership and for presentation to the City Council as requested.
4. Coordinate with all relevant stakeholders to refine programming requirements and scope of work.
5. Develop a project charter, business case, and project management plan defining project scope, schedule, cost and the responsibilities of all project team members.
6. Provide advice on issues involved in the planning, design and construction of development projects. Determine the extent of potential problems and recommend a course of action to clear all obstacles, mitigate risks, and to obtain required approvals and permits.

4.3 DELIVER PHASE - DESIGN

A. During the Design stage DEC manages the necessary architectural and engineering consultant contracts to produce construction documents necessary for project delivery.

B. Services required by the Consultant's personnel and comprehensive Project Management Team during the Design stage may include, and may not be limited to:

1. Revise the established project charter and project management plan refining the project scope, schedule, cost, and the responsibilities of all project team members.
2. Oversight of Other Consultants: Manage other consultants with various areas of expertise as a representative of DEC. To provide guidance and review the findings of consultants working on projects for DEN.

3. Provide oversight of all project team members to ensure adherence to and compliance with all applicable established Design Standards Manuals (DSMs) with support from DEC Subject Matter Experts (SMEs).
4. Building Information Modeling (BIM) Oversight: Manage other consultants to ensure that DEN's Building Information Modeling (BIM) requirements are implemented, including but not limited to:
    a. Ensure the contractor and/or the designer of record recognizes and agrees that they shall be required to execute a BIM Project Execution Plan in cooperation with DEN's representatives in compliance with the Digital Facilities and Infrastructure (DFI) Design Standards Manual (DSM) and to adhere to the terms of that plan.
    b. Ensure the contractor and/or the designer of record shall produce a construction model and perform clash detection according to the standards outlined in the DFI DSM and to deliver the coordinated models to DEN's representatives.
    c. Ensure the contractor and the designer of record recognizes and agrees that they shall be required to conform to all requirements of the DFI DSM.
5. Internal Agencies: The PMT will coordinate and manage the design scope and design reviews with internal subject matter experts to ensure design Contractor compliance with DEN design requirements.
6. Outside Agencies: The PMT will assist as requested regarding interactions with state, federal and local regulatory agencies, such as:
    a. Interpretation of regulations
    b. Reviews of pending legislation and/or regulations
    c. Scheduling of actions necessary to receive approvals
    d. Preparation of permit applications
    e. Follow-up to obtain prompt approvals
    f. Preparation of all necessary correspondence
7. Contract Preparation: The PMT will assemble and prepare complete construction documents (including plans and specifications prepared by others) for bid purposes or for a Task Order if utilizing an On-Call Construction contract.
8. Site Investigation: The PMT will coordinate and schedule comprehensive site investigation services and identify and report on constraints.
9. Cost Estimation: The PMT will prepare and/or review estimates prepared by others and assist in developing estimates.
10. Construction Management Plan: Develop and/or assist with preparing a written project specific quality control/quality assurance plan detailing all the specific measurable goals to be achieved during construction when required for projects funded by the FAA.
11. Scheduling: The PMT will review schedules and milestones prepared by others and assist in developing a final schedule.
12. Value Engineering/Constructability Reviews: The PMT will provide constructability and

value engineering reviews as required.

13. Bid and Award: At the direction of the appropriate Director, the PMT will assist in conducting pre-bid conferences, site visits, pre-construction meetings and preparing and distributing minutes of such. Coordinate communications related to bidder inquiries; seek resolution from the appropriate party and forward responses to DEN Technical Services. Review and comment on addenda. Evaluate bids, provide technical analysis and provide recommendation of award to Director.
14. Permit Compliance – The PMT will review permit requirements for the project and coordinate with other DEC personnel to be sure all specific requirements are being met and are in place to allow projects to meet their designated schedule dates.
15. Cost Control: Using DEC's project cost reporting systems, the PMT will maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the DEC Leadership Team of project budget status.
16. Requests for Information/Design Revisions/Contract Change Orders: Using DEC's project management systems and tools, the PMT will track, review and process RFIs, design changes, and COs. Construction documents shall be reviewed and responded to in a timely manner. The PMT will negotiate change orders, with final terms and conditions subject to the DEC Leadership Team's approval.
17. Submittals/Shop Drawing Review: Using DEC's procedures for the tracking and approval of submittals, shop drawings and material samples, the PMT will ensure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
18. Contractor Payments: The PMT shall review and evaluate contractors' requests for payment. Pay applications are typically submitted monthly. The PMT will be sure that all approved pay applications are processed per DEC's standard procedures and contract requirements.

4.4 DELIVER PHASE - BUILD

A. During the Build or construction stage, DEC has overall responsibility for achieving the successful construction and turnover of projects. DEC manages the necessary construction and material procurement contracts to complete the project. DEC extends all reasonable efforts to ensure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved to mitigate the impact of this stage on the day-to-day operation of DEN.

B. Services which may be required of the Contractor PMT during the Build stage may include and may not be limited to:

1. Project Oversight: Monitor and assure compliance of the contractor's work with the terms & conditions of the contract and task orders, and assist in the coordination of the

work with the day-to-day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.

2. Meetings: Participate in weekly project status meetings at which the DEC Director, Supervisor, Project Support Estimator or Scheduler, designer, project manager and others can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis, if necessary, as determined by the DEC Leadership Team. The PMT will schedule and facilitate weekly Owner, Architect, Contractor (OAC) meetings with the project manager for each of the prime trade contractors and keep and distribute minutes of such meetings.
3. CPM Scheduling: Review and comment on contractors' submitted CPM schedules and updates. in the PMT shall also maintain up-to-date schedule data as per the established schedule management processes and procedures.
4. Reports: Provide consistent and coordinated reporting and administrative documentation. Provide accurate and detailed project records using DEC's electronic systems and prepare reports that may be required in the format and frequency requested.
5. Permits: Ensure that all required permits are obtained for assigned projects, including permits required for DEN or the contractor. Monitor contractors' conformance to permit requirements. Identify permit activities in the project schedule.
6. Cost Control: Using DEC's project cost reporting systems, manage the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the DEC Leadership Team of project budget status as per the PMO Earned Value Management Reporting processes and procedures.
7. Requests for Information/Design Revisions/Contract Change Orders: Using DEC's project management electronic system, track, review and process RFIs, design changes and change orders. Construction documents shall be reviewed and responded to in a timely manner. The PMT will negotiate change orders, with final terms and conditions subject to the DEC Leadership Team's approval.
8. Ensure the contractor utilizes the specified field-oriented software to record required asset data for all DEN assets in compliance with the DFI DSM within five working days of the installation of each identified asset.
9. Submittals/Shop Drawing Review: Using DEC's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
10. Contractor Payments: Review and evaluate contractors' requests for payment. Pay applications are typically submitted monthly. The PMT shall ensure that all approved pay applications are processed per DEC's standard procedures and contract requirements.

11. FAA Payments: Assist DEN staff and/or prepare the necessary documentation to be submitted with reimbursement requests from DEN to the FAA for grant(s) tied to the funding for the project when applicable.
12. Potential Claims/Disputes: Notify the DEC Leadership Team upon receipt of notification of a potential claim or dispute. The PMT shall investigate circumstances and recommend merits or resolutions to the DEC Leadership Team. Maintain files on each potential claim or dispute, resolved and unresolved.
13. Airport Security: Coordinate and review, with Airport Security, existing terminal and airfield construction security procedures and ensure adherence from Consultants' and construction contractors' personnel.
14. Monitor and oversee the work of contractors and the quality of materials installed to determine compliance with the contract documents.
15. Review and ensure that the work is completed as outlined in the Project Management Plan and contractor's Operational Safety Plan. The PMT will document and report deficiencies to the contractor and the DEC Leadership Team.
16. Cooperate fully with officials of DEN and other agencies (Federal, State, and/or Local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s). All corrective actions by the contractor will also be documented.
17. Ensure project inspectors perform their contractual responsibilities and reporting without assuming the contractor's obligations pertaining to means, methods, quality and progress of work or safety.
18. While collaborating with contractors, coordinate all required material quality assurance and acceptance testing as required by contract documents and the FAA. PMTs will ensure that all required test reports for a project are received and that any required corrective actions are taken. Reports may include and may not be limited to:

    a. Executive Summary
    b. Previous period of testing activities
    c. An updated listing of failed tests
    d. An updated listing of retests
    e. An updated listing of retests that have passed
    f. All finalized test reports for an identified period
    g. A concise listing of all test locations, lots and sublots
    h. An original copy of the field and laboratory test reports for individual tests
19. Project Site Documents: Maintain project site records in accordance with established DEC guidelines (electronic and hard copies as directed) such a record copy of all contracts, drawings, specifications, addenda, contract change orders and other modifications, in good order, and in addition, approved shop drawings, product data, samples and similar required submittals. For FAA funded projects maintain all records identified by the projects Project Management Plan including required acceptance test records. Upon completion of a project, the complete set of records is delivered to DEC

and stored in the established electronic documentation system.

20. Punchlist: Upon substantial completion of the contractors' work, prepare, jointly with the contractor(s) and designer(s), a list of incomplete or unsatisfactory items and a schedule for their completion. The PMT will monitor the correction and completion of the work. The PMT will assist the DEC Leadership Team in conducting inspections to determine if the work is substantially complete.
21. Completion: Securing and transmitting to the DEC Leadership Team, warranties and similar submittals required by the contract. Deliver all keys, manuals, and overstock materials as designated by the DEC Leadership Team.
22. Record Drawings: Monitor the maintenance of record drawings by the contractors. Determine that record drawings are complete and accurate and transmit approved record drawings at the direction of the DEC Leadership Team for preparation of as-built drawings. Monitor finalization of as-built plans from the record drawings, for DEC Leadership Team's acceptance and approval. Ensure compliance with all DFI DSM requirements.
23. Claims/Disputes: At the direction of the DEC Leadership Team, assemble pertinent background information, analyze the merits of any claim or dispute, and recommend to the DEC Leadership Team merit or entitlement, if any. Prepare estimates of entitlement, if appropriate, and assist the DEC Leadership Team in negotiating settlement.
24. Final Inspection and Acceptance by the FAA (when applicable): Conduct a final walk through of the project with the local FAA ADO representative. Assure that if there are any deficiencies noted that they are expeditiously corrected.

4.5 CLOSEOUT / OCCUPANCY STAGE

A. The successful operationalization and turnover of a DEC project is critical to the operational continuity of DEN. During closeout and occupancy of a project, various inspections, demonstrations, testing, commissioning, operationalization, transition, or verification activities are required. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Contractor may be requested to provide some or all the following services:

1. Asset management – Coordinate the transfer of data from the project to DEN’s Asset Management section. This includes as-builts, permits, warranty information, training materials
2. Closeout Support – The PMT will monitor contract closeouts to ensure receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment. Prepare and process certificates of final inspection/acceptance, certificates of completion where required, and final payment releases. Recommend closeout of the contract and final payment after determining that all contract requirements have been satisfied.
3. Assist in the execution of warranty work.
4. FAA Project Close Out Report (when applicable)- The PMT will prepare the final project documentation in the form of a project close out report that consolidates the project

related information that will be required by the FAA to formally close out the project. The close out report may include but not be limited to a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet· the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material.

5 CONTRACT ADMINISTRATION SERVICES

5.1 GENERAL

A. As part of the proposed PMT, the Contractor will provide experienced and qualified staff to facilitate and monitor the proper execution of assigned contracts and task orders according to the agreed-upon terms, to track key deliverables and milestones, to certify payment application are processed correctly, to monitor progress of submittal reviews, and to manage substitution requests. Contract Administrators will also be responsible for managing RFIs and ensure they are being processed correctly. The Consultant's Contract Administrators will also manage changes to a contract through DEN's change management process and support progress reporting.

6 COST MANAGEMENT & ESTIMATING SERVICES

6.1 GENERAL

A. As part of the proposed PMT, the Contractor will provide experienced and qualified staff to produce estimates during all project stages from concept estimates, budgetary estimates to independent design estimates for contract negotiations. The Contractor will also support DEC in developing procurement strategies, negotiating contracts and task orders, as well as providing independent estimates for change orders to achieve savings and competitive pricing. The estimating staff members will establish project budgets according to DEN's cost breakdown structure and cashflow management in collaboration with the other PMT members and DEC Leadership Team.

7 SCHEDULING SERVICES

7.1 GENERAL

A. As part of the proposed PMT, the Contractor will provide qualified staff for the development of project schedules based on the DEN Scheduling Template and by adhering to DEN's schedule management process. Schedulers work with DEN, the engaged consultants and contractors to set up schedule baselines for all project phases, measure performance of a project, and issue progress updates against project baselines and KPIs. The Contractor will also support the PMO with resource and cost management for the entire DEC Portfolio, assess and approve schedules by designers and contractors, and assist in negotiations for change orders. The PMO also supports the Finance Department, and the Contractor may also provide support in developing cost loading schedules, issuing information on funding requirements and expenditures, and providing Earned Value forecasting and additional reporting as required.

8 ORAT SERVICES

8.1 GENERAL

A. ORAT is a structured approach used in airport projects to ensure new facilities, systems, and processes are fully functional before going live. DEN defines this approach in the DEN ORAT Standards Manual (OSM). It involves stakeholder coordination, operational trials, training, and contingency planning to mitigate risks and ensure a seamless transition. ORAT reduces disruptions throughout construction and during the operational transition, enhances efficiency, and ensures that all personnel and systems are prepared for full-scale operations from day one. ORAT is a project management team support position and reports to the DEC ORAT Supervisor.

B. Professional experience in the following areas should be considered for ORAT Contractor personnel:

1. Leading or Supporting a Previous ORAT Program – Direct involvement in an ORAT initiative, such as a terminal opening, concourse expansion, baggage system activation, or security checkpoint reconfiguration.
2. Airport Operations Officer/Manager – Experience managing terminal operations, passenger flows, airfield operations, or another airport-specific operational role.
3. Large-Scale Event Planner/Coordinator – Skills in organizing major events (e.g., conventions, sports tournaments, or concerts) bring expertise in logistics coordination, stakeholder management, scheduling, and contingency planning.
4. Training & Simulation Coordinator – Experience designing and conducting operational drills, emergency response exercises, and staff training.
5. Emergency Management Coordinator/Specialist – Experience in handling airport incidents, coordinating responses, and planning contingencies.
6. Stakeholder Engagement or Liaison Roles – Positions requiring coordination with airlines, TSA, CBP, airport tenants, and other agencies.

C. General requirements for Contractor personnel regarding ORAT activities may include, but are not limited to, the following:

1. Airport Operations Knowledge – Understanding of terminal operations, security procedures, passenger flows, and regulatory requirements.
2. Stakeholder Engagement – Strong verbal and written communication skills to liaise with airlines, tenants, government agencies (TSA, CBP), and internal teams.
3. Problem-Solving & Operational Risk Mitigation – Capability to identify potential operational risks and develop contingency plans.
4. Flexibility & Adaptability – Willingness to work in a dynamic environment with changing priorities, including odd hours and on-site testing.
5. Training & Exercise Experience – Familiarity with designing and executing operational exercises, scenario testing, and staff training.

D. All positions will be accountable to and champion the ORAT Standards Manual.

9 QUALITY ASSURANCE SERVICES

9.1 GENERAL

A. Project Oversight – As part of the PMT, the Consultant's QA personnel shall monitor and report any observed deficiencies or non-compliance of the contractor's work and assist in the coordination of the work with the day to day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.

B. On-Site Inspections – The PMT QA personnel shall inspect, observe and document and communicate to the PM about the materials and equipment being incorporated into the work. Review materials to visually observe and report that they are handled, stored and installed properly and are following the plans and specifications of the project. Verify that all authorized changes are properly incorporated into the work. Identify problems encountered in the progress of the work.

C. Inspection – The PMT QA personnel shall provide quality assurance general inspections as required by the Scope of Work to observe and report that projects are completed per contract documents.

D. Safety Program – The PMT QA personnel shall review the Contractors Site Specific Safety Plan submittal and monitor the contractor's implementation and compliance to the approved plan. Inspectors shall cooperate fully with officials of other agencies (Federal and/or State) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s) and advise the contractor(s) and DE PM of deficiencies. The PMT QA personnel will report corrective actions by the contractor to the PM.

E. Construction Security – The PMT QA personnel shall assist the PMs with review of contractor's adherence to required site security procedures.

F. Permits – The PMT QA personnel shall assist the PMs to make sure that all DEN or contractor required permits are obtained before work begins. The PMT QA personnel shall monitor contractor's conformance to permit requirements.

G. Inspection Reports –The PMT QA personnel shall prepare and keep accurate and detailed project records using electronic systems and prepare reports in the format and frequency required. Inspectors shall prepare and maintain separate daily reports for every assigned project. These daily reports shall conform to the DEC Daily Reporting Requirements. All daily reports will be completed by the end of each inspector's work shift. The PMT QA shall create and maintain a Discrepancy Log. The Discrepancy Log shall include a list of materials and/or workmanship that do not meet the requirements of the contract documents. The Sr. Inspector for the project shall review the Discrepancy Log weekly with the PM.

H. Contract Documentation – The PMT QA personnel shall review and be knowledgeable of all contract documentation that impacts the construction of projects such as RFIs, submittals, permits and permit documents, shutdown requests, schedules, phasing plans, haul routes, design revisions and CO's, etc. All such documentation shall be provided to the inspectors in its final approved form and accessible on a cloud-based electronic field documentation platform.

I. Submittals/Shop Drawing Review – The PMT QA personnel shall review and be familiar with all approved submittals, shop drawings and material samples to assure that all products being installed in the work are in accordance with the approved documentation.

J. Project Site Documents – The PMT QA personnel shall assist PMs in maintaining project site records in accordance with established DEC guidelines (electronic and hard copies as directed).

K. Meetings – The PMT QA personnel shall participate in project meetings as identified in the task RFP.

L. Contractor Request for Payments – The PMT QA personnel, as directed by the PM, shall measure and document contractor progress daily. The PMT QA personnel will review and evaluate contractor's requests for payment on an as needed basis as directed by the PM.

M. Potential Claims/Disputes – The PMT QA personnel shall document and inform the PM of any situation they believe may become a potential claim or dispute. They shall also document any potential claim or dispute situation as directed by the PM.

N. Punch List - Upon substantial completion of the PMT QA work, the consultant's personnel shall prepare, jointly with the contractor(s) and designer(s) of record, a list of incomplete or unsatisfactory items. The PMT QA personnel shall monitor the correction and completion of the punch list work. The PMT QA personnel shall assist the PM in determining if the work is substantially complete.

O. Completion – The PMT QA personnel shall observe, report and document that all keys and overstock materials are received and stored where designated by the PM.

P. Record Drawings – The PMT QA personnel as directed by the PM shall monitor the maintenance of record drawings by the contractors. Consultant's personnel shall observe and report a minimum of weekly if record drawings appear complete and accurate for preparation of as-built drawings and review record drawings for PM's acceptance and approval.

Q. Claims/Disputes -, The PMT QA personnel shall assemble and provide pertinent background information as requested and assist in negotiating settlement.

R. Closeout Support – The PMT QA personnel shall, as directed by the PM, assist with contract closeouts, monitor receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment.

S. Final Inspection and Acceptance by the FAA (when applicable) – The PMT QA personnel as directed by the PM shall participate in a final walk thru of the project with the local FAA ADO representative. Inspectors shall monitor the status of any deficiencies.

T. Project Close Out Report (when applicable) – The PMT QA personnel as directed by the PM, shall assist with the preparation of the final project documentation in the form of a project close out report that consolidates the project related information that shall be required by the FAA to formally close out the project. The close out report shall include but not be limited to:

U. A final test and quality assurance report documenting the results of all tests performed.

V. Highlighting those tests that failed or that did not meet the applicable test standard.

10 COMMISSIONING SERVICES (CX)

10.1 DEFINE STAGE

A. During this phase, as part of the PMT, the Consultant's Cx personnel may be requested to provide design intent review, develop documentation to be included in the Owner's Project Requirements (OPR), participate in define phase strategy and development meetings/charrettes, or develop preliminary commissioning plans.

B. The PMT Cx personnel may be asked to inspect existing facilities to assist in defining the scope of work for a future project. Studies and testing may be required to determine the extent of work needed. The PMT Cx personnel may also be tasked to perform these tests or studies. The PMT Cx personnel may be requested to prepare a proposal to perform a given study or to perform special testing. DEN will review the proposal and negotiate dollar amounts for this work.

10.2 DELIVER STAGE - DESIGN

A. During this phase, the PMT Cx personnel may be requested to provide the following:

1. Contract Preparation – Assist PMs with the review of complete construction documents including plans and specifications.
2. Commissioning and integration meetings – Assist PMs with scheduling, leading and documenting commissioning and systems integration meetings as appropriate for projects with relevant DEN stakeholders, design team, and other impacted parties.
3. Commissioning Specifications – Review project specifications developed by the design team and develop specification content for commissioning activities and contractor requirements for commissioning.
4. Monitoring-Based Commissioning (MBCx) – Develop a plan for execution of MBCx for the project, including integration with existing DEN MBCx platforms where appropriate.
5. Site Investigation – Assist PMs with the coordination of site investigation services. Perform inspections of field conditions, identifying and reporting on discrepancies between design and observed field conditions.
6. Value Engineering/Constructability Reviews – Assist PMs with value engineering and constructability reviews.

10.3 DELIVERY STAGE – BUILD

A. Commissioning services during the Build phase task order may include but are not limited to:

1. Project Staffing – Upon receipt of each project-specific Task NTP and prior to the start of

any project, the PMT Cx personnel shall coordinate with the PM to review Commissioning Service requirements.

2. Commissioning Plan – The PMT Cx personnel shall develop a construction phase commissioning plan, to outline the commissioning process and the roles and responsibilities associated with each activity.
3. Construction Checklists – The PMT Cx personnel shall develop templates and checklists to facilitate the commissioning process and in alignment with the contractor's quality control plan. Commissioning checklists may include but are not limited to installation and startup verifications (ISVs) and pre-functional checklists (PFCs).
4. Functional Performance Tests (FPTs)– The PMT Cx personnel shall develop test scripts, schedule tests, and lead the testing observation process. The commissioning agent is expected to take a leading role in defining, coordinating, observing, and documenting functional performance testing within their scope of work.
5. Observation and Issues reporting – The PMT Cx personnel shall perform periodic construction observations and report any issues encountered to the Project Manager.
6. Documentation review – The PMT Cx personnel may be asked to review and comment on various project documents where they impact project commissioning, including requests for information (RFI), coordination and shop drawings, and product submittals.
7. Point-to-Point verification observation – The PMT Cx personnel may be asked to observe and report on point-to-point verification activities.
8. Testing, adjustment and balancing (TAB) verification – The PMT Cx personnel may be asked to observe and report on TAB activity, and review and audit TBAB reports.
9. Project Oversight – The PMT Cx personnel shall monitor and report any observed deficiencies or non-compliance of the contractor's work and assist in the coordination of the work with the day to day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.
10. Safety Program – The PMT Cx personnel shall cooperate fully with officials of other agencies (Federal and/or State) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s) and advise the contractor(s) and DEN PM of deficiencies. The PMT Cx personnel shall report corrective actions by the contractor to the DEN PM.
11. Commissioning Reporting – The PMT Cx personnel shall prepare and keep accurate and detailed project records using electronic systems and prepare reports in the format and frequency required. Personnel performing commissioning activities shall prepare and maintain separate daily reports for every assigned project for each day they are on site. All daily reports will be completed by the end of each daily work shift.
12. Contract Documentation – The PMT Cx personnel shall review and be knowledgeable of all contract documentation that impacts the construction of projects such as specifications, RFIs, submittals, permits and permit documents, shutdown requests, schedules, phasing plans, haul routes, design revisions and CO's, etc. All such

documentation shall be provided to the Contractor in its final approved form and accessible in a cloud-based electronic field documentation platform. As directed by the PM, the PMT Cx personnel shall assist in responding to RFIs, submittals, recommended design changes, and change orders.

13. Submittals/Shop Drawing Review – The PMT Cx personnel shall review and be familiar with all approved submittals, shop drawings and material samples to assure that all products being installed in the work are in accordance with the approved documentation.
14. Meetings – The PMT Cx personnel shall participate in project meetings as identified in the task RFP by the PM.
15. Contractor Request for Payments – The PMT Cx personnel, as directed by the PM, shall measure and document contractor progress daily. The PMT Cx personnel will review and evaluate contractor's requests for payment on an as needed and directed by the PM.
16. Potential Claims/Disputes – The PMT Cx personnel shall document and inform the PM of any situation they believe may become a potential claim or dispute. They shall also document any potential claim or dispute situation as directed by the PM.
17. Test and Commission Systems - The PMT Cx personnel along with representatives of the Designer of Record shall schedule and observe final testing, start-up and commissioning of utilities, operational systems, and equipment of the work.
18. Punch List - Upon substantial completion of the contractors' work, the PMT Cx personnel shall prepare, jointly with the contractor(s) and designer(s) of record, a list of incomplete or unsatisfactory items. The PMT Cx personnel shall monitor the correction and completion of the punch list work. The PMT Cx personnel shall assist the PM in determining if the work is substantially complete.
19. Record Drawings – The PMT Cx personnel as directed by the PM shall monitor the maintenance of record drawings by the contractors. The PMT Cx personnel shall observe and report a minimum of weekly if record drawings appear complete and accurate for preparation of as-built drawings and review the record drawings for PM's acceptance and approval.
20. Claims/Disputes - At direction, the PMT Cx personnel shall assemble and provide pertinent background information as requested and assist in negotiating settlement.
21. Closeout Support – The PMT Cx personnel shall, as directed by the PM, assist with contract closeouts, to monitor receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment.
22. Commissioning Report – The PMT Cx personnel, as directed by the PM, shall assist with the preparation of the project documentation in the form of commissioning reports that consolidate all records of the commissioning process. The commissioning reports shall include but not be limited to:

a. A copy of the final commissioning plan.
b. All comments provided on design reviews and other documents.
c. Observation log
d. Meeting minutes from all meetings conducted by the Commissioning agent.
e. Results of all ISVs, PFCs, and FPTs performed on the project.

23. Lessons Learned - The PMT Cx personnel shall participate in a mid, and post-project Lessons Learned session as directed by the PM.
24. Staff Management Plan – The PMT Cx personnel shall provide a written, project-specific staff management plan detailing all the specific measurable goals to be achieved during the contract.

10.4 OCCUPANCY STAGE

A. Commissioning services during the occupancy phase of a project may include and may not be limited to:

1. MBCx dashboard – The PMT Cx personnel shall develop one or more dashboards showing key performance indicators (KPIs), fault detection results, energy analytics, and recommended improvements where applicable to the project.
2. MBCx reporting – The PMT Cx personnel shall provide periodic reporting not less than monthly which summarizes findings, including fault detection, energy analytics, access to back-end data, tracking of improvements, and recommendations.
3. Seasonal and deferred FPTs – The PMT Cx personnel shall execute deferred or seasonal FPTs, adhering to the same standards established during the build phase.

10.5 EXISTING BUILDINGS

A. Existing building commissioning (EBCx) services may include but are not limited to:

1. EBCx Planning – The PMT Cx personnel shall perform documentation review, facilitate planning meetings, develop EBCx goals, document facility requirements, and ultimately develop and deliver an EBCx plan.
2. EBCx Initial assessment – The PMT Cx personnel shall perform an initial walk-through of the facility or area to confirm current use and occupancy, document known issues, identify other issues, interview building staff and occupants, and update the EBCx plan to document findings.
3. EBCx Investigation – The PMT Cx personnel shall perform observation and testing of system and equipment operation, review building and equipment documentation, review preventive maintenance plans, evaluate sequences of operation, evaluate energy management and control system (EMCS) performance and trend or logging data of equipment operation, identify energy conservation measures (ECMs) and facility improvement measures (FIMs), estimate energy impacts and implementation costs, evaluate source(s) of performance problems, and investigate any applicable rebates or incentives.
4. EBCx Implementation – The PMT Cx personnel shall implement desired ECMs, followed

by commissioning and verification of results and performance through documented trending and post implementation testing and data measurement. This may include the review of remediation designs and corresponding installation of repairs.

5. EBCx hand-off – The PMT Cx personnel shall provide systematic transition from a commissioning activity and commissioning team to normal operating practice and the operations and maintenance team, put in place measures to ensure persistence of performance, revising preventive maintenance requirements, training, and performance tracking.

10.6 COMMISSIONING DOCUMENTATION

A. Alternate technologies for capturing photographic documentation will be considered on a case-by-case basis (e.g., OpenSpace, SKYSITE, PlanRadar, HoloBuilder, etc.).

B. All commissioning agent's field documentation shall be digital and completed by the end of each shift or day.

C. The Contractor must provide a cloud-based electronic field documentation platform (e.g., Autodesk Construction Cloud (ACC), Facility Grid, Trimble, CDR, etc.) accessible to all field staff. The Contractor shall submit samples of the daily work product to the Senior Vice President and/or an appointee for review and approval prior to use on any task. The platform must have the following features:

1. Capability to export field documentation (daily reports, issue logs, test documentation, etc.) into Primavera Unifier and DEN ACC as a direct integration or PDF attachment.
    a. List data such as Issue and deficiency logs shall have the capability of direct export in CSV or spreadsheet format.
2. Capability to import assets from Revit models, including equipment tags and metadata
3. Issues tracking system, including:
    a. Issue logging with user administration
    b. Issue details, including assigned party, due date, associated equipment/materials, and comments
4. A web-based dashboard, or the ability to generate summarization reports based on all daily report information that includes but is not limited to:
    a. Commissioning staff assigned to each project and hours on site
    b. Number of contractors and subcontractors on site, by trade, company name, and project name
    c. Summarization of deficiencies and/or issues by project and trade
    d. Summarization of equipment/material installed without approved submittals
    e. Time lapse and/or summary of photos from any project based on GPS location
    f. Summarization of safety incursions
5. Capability to schedule, document, and track equipment test activities natively in the platform, including:

a. Scripts and checklists as required for pre-functional, startup, and functional testing activities
b. Ability to summarize testing activities by project name, equipment/material type, and status

11 SPECIAL INSPECTION SERVICES

11.1 GENERAL

A. Project Oversight – The PMT SI personnel shall monitor and report any observed deficiencies or non-compliance of the contractor's work to the PM.

B. Special Inspections – The PMT SI personnel shall provide special inspection requirements to observe and report that projects are completed per contract documents. A registered design professional will perform structural observations during construction. All observed deficiencies will be immediately reported to the PM. Prior to the start of any project the PMT SI personnel will review project documents for any special inspection/testing requirements.

C. Special Inspection Testing – Prior to the start of any project the PMT SI personnel shall coordinate with the PM to review the project documents for any special inspection testing needs.

D. Inspection Reporting – The PMT SI personnel shall prepare and keep accurate and detailed project records using electronic systems and prepare reports in the format and frequency required.

E. Submittals/Shop Drawing Review – The PMT SI personnel will review and be familiar with all approved submittals, shop drawings and material samples to assure that all products being installed in the work are in accordance with the approved documentation.

F. Meetings – The PMT SI personnel shall participate in project meetings as identified in the task RFP.

G. Claims/Disputes - At direction, the PMT SI personnel shall assemble and provide pertinent background information as requested and assist in negotiating settlement.

12 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

12.1 PERSONNEL

A. The successful Contractor shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Contractor shall be represented by an individual, who shall be the operational point of contact (POC). The Consultant's personnel shall be experienced and highly qualified in project delivery of airport construction, including terminal and airfield work.

B. The Contractor agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Contractor employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. DEN reserves the right to require the Contractor to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN.

C. When requested, the Contractor will make existing or new proposed staff available for interviews, reviews of credentials or experience, or to otherwise have qualifications or abilities to execute specific projects assessed by DEN.

13 EQUIPMENT, VEHICLES, AND FACILITIES

13.1 GENERAL

A. The Contractor will provide all equipment and tools deemed necessary for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations. DEN will not provide equipment deemed necessary for the Consultant's personnel to perform their assigned job duties for assigned projects except for access to DEN networks and software as applicable.

   1. As a standard, DEN will not provide equipment such as on-site computers, tablets, monitors, docking stations, hand tools, testing equipment, printers, or copy machines, however these items may be provided on a provisional or temporary basis as needed. DEN may also provide flexible office space such as drop-in desks, office supplies, and parking as needed at the determination of DEC Leadership.

B. Vehicles and electric powered carts shall be provided, when necessary, by the Contractor for those Contractor employees approved for each project task order. All vehicles shall be battery electric vehicles, midsize SUVs, or midsize pickup trucks depending on the job duties of the employee and with the approval of the DEC Leadership Team. Carts shall be electric powered and capable of carrying at least four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles used on the airfield in movement areas will need to be equipped with high intensity light bars and vehicle installed radios for communications with DEN Operations and FAA. These devices shall meet the current requirements of DEN Operations and the FAA for communication with the Ramp and/or Air Traffic Control Tower(s). Vehicles shall also meet all DEN, FAA, TSA requirements, and permits to access the areas required for the performance of the task order work. These areas include but are not limited to the airfield runways, taxiways, aprons; landside roadways, parking areas, terminal, concourses, revenue-controlled areas, and tunnels. All costs related to the vehicles and carts meeting these requirements shall be included in the overhead multiplier. Those vehicles and vehicle costs proposed to support staff shall be identified on each project-specific task proposal.

C. The Contractor shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.

D. The Contractor shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.

E. Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bags, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.

F. The Contractor shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

14 REFERENCED FORMS/DOCUMENTS

#	Name
EXHIBIT - D	Task Order Proposals and Execution Process
	Design Standards Manuals (DSM)
	DEC Daily Report Requirements
	ORAT Standards Manual

END OF EXHIBIT

Exhibit B

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

Professional Services Agreements
Core Staff Rates

DEN Contract Name:	Design and Construction Project Delivery Support Services
DEN Contract Number:	RFP No.202579524
Prime Consultant:	AECOM Technical Services, Inc
Project Name:	Design and Construction Project Delivery Support Services
Project Number:	RFP No.202579524
MWBE/SBE/DBE Contractual Goal:	25%
Consultant Main Point of Contact (POC):	David Cerione
Consultant Main POC Email Address:	david.cerione@aecom.com
Consultant Main POC Phone Number:	305-970-4615

David Cerione	David Cerione
Contract Point of Contact Signature	**Contract Point of Contact Name**

Date: 2/23/2026

DENVER
THE MILE HIGH CITY

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 February 2026

Exhibit B

DEN

COMPANY INFO

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	AECOM Technical Services, Inc.	Prime	2.67	
2	Anser (Accenture)	Sub	2.70	
3	Ardurra Group, Inc.	Sub	2.80	
4	CMTS LLC	Sub	2.42	5%
5	CTI (Civil Technology, Inc.)	Sub	2.65	3%
6	Ground Engineering Consultants, Inc.	Sub	2.94	
7	Mead & Hunt, Inc.	Sub	3.10	
8	Program Controls, Inc.	Sub	2.40	3%
9	Sunland Group, Inc.	Sub	2.66	3%
10	V-1 Consulting	Sub	2.10	5%
11	Yeh & Associates	Sub	3.50	5%
12	Zann, Inc.	Sub	2.90	1%
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Exhibit B

DEN

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	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	$ 113.92	2.67	$ 304.17	$ 304.17	$ 304.17	$ 304.17	$ 304.17	$ 304.17
2	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	$ 113.30	2.67	$ 302.51	$ 302.51	$ 302.51	$ 302.51	$ 302.51	$ 302.51
3	AECOM Technical Services, Inc.	Prime	Construction Manager/Engineer	Level 3, Full Experience	$ 91.35	2.67	$ 243.90	$ 243.90	$ 243.90	$ 243.90	$ 243.90	$ 243.90
4	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 3, Full Experience	$ 77.23	2.67	$ 206.20	$ 206.20	$ 206.20	$ 206.20	$ 206.20	$ 206.20
5	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	$ 110.27	2.67	$ 294.42	$ 294.42	$ 294.42	$ 294.42	$ 294.42	$ 294.42
6	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	$ 107.21	2.67	$ 286.25	$ 286.25	$ 286.25	$ 286.25	$ 286.25	$ 286.25
7	AECOM Technical Services, Inc.	Prime	Risk Manager	Level 3, Full Experience	$ 72.53	2.67	$ 193.66	$ 193.66	$ 193.66	$ 193.66	$ 193.66	$ 193.66
8	AECOM Technical Services, Inc.	Prime	Project Coordinator	Level 2, Developmetal	$ 62.73	2.67	$ 167.49	$ 167.49	$ 167.49	$ 167.49	$ 167.49	$ 167.49
9	AECOM Technical Services, Inc.	Prime	Engineer	Level 4, Supervisory	$ 73.48	2.67	$ 196.19	$ 196.19	$ 196.19	$ 196.19	$ 196.19	$ 196.19
10	AECOM Technical Services, Inc.	Prime	Construction Representative	Level 4, Supervisory	$ 72.57	2.67	$ 193.76	$ 193.76	$ 193.76	$ 193.76	$ 193.76	$ 193.76
11	AECOM Technical Services, Inc.	Prime	Project Controls Engineer/Manager	Level 3, Full Experience	$ 70.00	2.67	$ 186.90	$ 186.90	$ 186.90	$ 186.90	$ 186.90	$ 186.90
12	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	$ 95.96	2.67	$ 256.21	$ 256.21	$ 256.21	$ 256.21	$ 256.21	$ 256.21
13	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	$ 114.11	2.67	$ 304.67	$ 304.67	$ 304.67	$ 304.67	$ 304.67	$ 304.67
14	AECOM Technical Services, Inc.	Prime	Construction Manager	Level 3, Full Experience	$ 69.06	2.67	$ 184.39	$ 184.39	$ 184.39	$ 184.39	$ 184.39	$ 184.39
15	AECOM Technical Services, Inc.	Prime	Quality Control Engineer	Level 4, Supervisory	$ 108.94	2.67	$ 290.87	$ 290.87	$ 290.87	$ 290.87	$ 290.87	$ 290.87
16	AECOM Technical Services, Inc.	Prime	Design/Construction Project Manager	Level 5, Managerial	$ 142.21	2.67	$ 379.70	$ 379.70	$ 379.70	$ 379.70	$ 379.70	$ 379.70
17	Ardurra Group, Inc.	Sub	Administrative Support	Level 2, Developmetal	$ 30.29	2.80	$ 84.81	$ 84.81	$ 84.81	$ 84.81	$ 84.81	$ 84.81
18	Ardurra Group, Inc.	Sub	Administrative Support	Level 4, Supervisory	$ 50.00	2.80	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00	$ 140.00
19	Ardurra Group, Inc.	Sub	Chief Construction Representative	Level 5, Managerial	$ 115.39	2.80	$ 323.09	$ 323.09	$ 323.09	$ 323.09	$ 323.09	$ 323.09
20	Ardurra Group, Inc.	Sub	Commissioning Agent	Level 5, Managerial	$ 96.15	2.80	$ 269.22	$ 269.22	$ 269.22	$ 269.22	$ 269.22	$ 269.22
21	Ardurra Group, Inc.	Sub	Construction Coordinator	Level 5, Managerial	$ 88.94	2.80	$ 249.03	$ 249.03	$ 249.03	$ 249.03	$ 249.03	$ 249.03
22	Ardurra Group, Inc.	Sub	Construction Manager	Level 5, Managerial	$ 93.75	2.80	$ 262.50	$ 262.50	$ 262.50	$ 262.50	$ 262.50	$ 262.50
23	Ardurra Group, Inc.	Sub	Construction Manager/Engineer	Level 5, Managerial	$ 112.98	2.80	$ 316.34	$ 316.34	$ 316.34	$ 316.34	$ 316.34	$ 316.34
24	Ardurra Group, Inc.	Sub	Construction Representative	Level 4, Supervisory	$ 88.94	2.80	$ 249.03	$ 249.03	$ 249.03	$ 249.03	$ 249.03	$ 249.03
25	Ardurra Group, Inc.	Sub	Design/Construction Project Manager	Level 3, Full Experience	$ 66.85	2.80	$ 187.18	$ 187.18	$ 187.18	$ 187.18	$ 187.18	$ 187.18
26	Ardurra Group, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	$ 82.31	2.80	$ 230.47	$ 230.47	$ 230.47	$ 230.47	$ 230.47	$ 230.47
27	Ardurra Group, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	$ 112.98	2.80	$ 316.34	$ 316.34	$ 316.34	$ 316.34	$ 316.34	$ 316.34
28	Ardurra Group, Inc.	Sub	Engineer	Level 4, Supervisory	$ 72.68	2.80	$ 203.50	$ 203.50	$ 203.50	$ 203.50	$ 203.50	$ 203.50
29	Ardurra Group, Inc.	Sub	Engineer	Level 5, Managerial	$ 82.58	2.80	$ 231.22	$ 231.22	$ 231.22	$ 231.22	$ 231.22	$ 231.22
30	Ardurra Group, Inc.	Sub	Project Coordinator	Level 5, Managerial	$ 93.75	2.80	$ 262.50	$ 262.50	$ 262.50	$ 262.50	$ 262.50	$ 262.50
31	Ardurra Group, Inc.	Sub	Project Engineer	Level 4, Supervisory	$ 66.85	2.80	$ 187.18	$ 187.18	$ 187.18	$ 187.18	$ 187.18	$ 187.18
32	Ardurra Group, Inc.	Sub	Quality Control Engineer	Level 4, Supervisory	$ 88.94	2.80	$ 249.03	$ 249.03	$ 249.03	$ 249.03	$ 249.03	$ 249.03
33	CMTS LLC	Sub	Project Controls Engineer/Manager	Level 5, Managerial	$ 125.00	2.42	$ 302.14	$ 302.14	$ 302.14	$ 302.14	$ 302.14	$ 302.14
34	CMTS LLC	Sub	Contract Administrator/Manager	Level 5, Managerial	$ 115.00	2.42	$ 277.97	$ 277.97	$ 277.97	$ 277.97	$ 277.97	$ 277.97
35	CMTS LLC	Sub	Chief Construction Representative	Level 5, Managerial	$ 100.00	2.42	$ 241.71	$ 241.71	$ 241.71	$ 241.71	$ 241.71	$ 241.71
36	CMTS LLC	Sub	Commissioning Agent	Level 5, Managerial	$ 84.13	2.42	$ 203.35	$ 203.35	$ 203.35	$ 203.35	$ 203.35	$ 203.35
37	CMTS LLC	Sub	Cost/Estimating Engineer	Level 5, Managerial	$ 89.56	2.42	$ 216.48	$ 216.48	$ 216.48	$ 216.48	$ 216.48	$ 216.48
38	CMTS LLC	Sub	Planner/Scheduler	Level 5, Managerial	$ 71.05	2.42	$ 171.73	$ 171.73	$ 171.73	$ 171.73	$ 171.73	$ 171.73
39	CMTS LLC	Sub	Contract Administrator/Manager	Level 4, Supervisory	$ 103.37	2.42	$ 249.86	$ 249.86	$ 249.86	$ 249.86	$ 249.86	$ 249.86
40	CMTS LLC	Sub	Construction Manager/Engineer	Level 4, Supervisory	$ 85.00	2.42	$ 205.45	$ 205.45	$ 205.45	$ 205.45	$ 205.45	$ 205.45
41	CMTS LLC	Sub	Chief Construction Representative	Level 4, Supervisory	$ 85.00	2.42	$ 205.45	$ 205.45	$ 205.45	$ 205.45	$ 205.45	$ 205.45
42	CMTS LLC	Sub	Cost/Estimating Engineer	Level 4, Supervisory	$ 80.06	2.42	$ 193.51	$ 193.51	$ 193.51	$ 193.51	$ 193.51	$ 193.51
43	CMTS LLC	Sub	Engineer	Level 4, Supervisory	$ 80.00	2.42	$ 193.37	$ 193.37	$ 193.37	$ 193.37	$ 193.37	$ 193.37
44	CMTS LLC	Sub	Design/Construction Project Manager	Level 4, Supervisory	$ 79.33	2.42	$ 191.75	$ 191.75	$ 191.75	$ 191.75	$ 191.75	$ 191.75
45	CMTS LLC	Sub	Project Controls Engineer/Manager	Level 4, Supervisory	$ 71.05	2.42	$ 171.73	$ 171.73	$ 171.73	$ 171.73	$ 171.73	$ 171.73
46	CMTS LLC	Sub	Administrative Support	Level 4, Supervisory	$ 43.00	2.42	$ 103.94	$ 103.94	$ 103.94	$ 103.94	$ 103.94	$ 103.94
47	CMTS LLC	Sub	Internal Auditor	Level 3, Full Experience	$ 103.37	2.42	$ 249.86	$ 249.86	$ 249.86	$ 249.86	$ 249.86	$ 249.86
48	CMTS LLC	Sub	Project Controls Engineer/Manager	Level 3, Full Experience	$ 77.44	2.42	$ 187.18	$ 187.18	$ 187.18	$ 187.18	$ 187.18	$ 187.18
49	CMTS LLC	Sub	Cost/Estimating Engineer	Level 3, Full Experience	$ 70.00	2.42	$ 169.20	$ 169.20	$ 169.20	$ 169.20	$ 169.20	$ 169.20
50	CMTS LLC	Sub	Construction Manager/Engineer	Level 3, Full Experience	$ 69.20	2.42	$ 167.26	$ 167.26	$ 167.26	$ 167.26	$ 167.26	$ 167.26
51	CMTS LLC	Sub	Document Controller/Manager	Level 3, Full Experience	$ 43.00	2.42	$ 103.94	$ 103.94	$ 103.94	$ 103.94	$ 103.94	$ 103.94
52	CMTS LLC	Sub	Construction Coordinator	Level 2, Developmetal	$ 45.00	2.42	$ 108.77	$ 108.77	$ 108.77	$ 108.77	$ 108.77	$ 108.77
53	CMTS LLC	Sub	Field Engineer	Level 2, Developmetal	$ 45.00	2.42	$ 108.77	$ 108.77	$ 108.77	$ 108.77	$ 108.77	$ 108.77
54	CMTS LLC	Sub	Project Coordinator	Level 2, Developmetal	$ 37.50	2.42	$ 90.64	$ 90.64	$ 90.64	$ 90.64	$ 90.64	$ 90.64
55	CMTS LLC	Sub	Administrative Support	Level 2, Developmetal	$ 32.00	2.42	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35
56	CMTS LLC	Sub	Data Analyst/Architect	Level 2, Developmetal	$ 32.00	2.42	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35
57	CMTS LLC	Sub	Contract Administrator/Manager	Level 2, Developmetal	$ 32.00	2.42	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35
58	CMTS LLC	Sub	Risk Manager	Level 1, Entry	$ 71.05	2.42	$ 171.73	$ 171.73	$ 171.73	$ 171.73	$ 171.73	$ 171.73
59	CMTS LLC	Sub	Internal Auditor	Level 1, Entry	$ 32.00	2.42	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35	$ 77.35
60	CMTS LLC	Sub	Project Controls Engineer/Manager	Level 1, Entry	$ 32.50	2.42	$ 78.56	$ 78.56	$ 78.56	$ 78.56	$ 78.56	$ 78.56
61	CTI (Civil Technology, Inc.)	Sub	Contract Administrator/Manager	Level 1, Entry	$ 40.00	2.65	$ 106.00	$ 106.00	$ 106.00	$ 106.00	$ 106.00	$ 106.00
62	CTI (Civil Technology, Inc.)	Sub	Contract Administrator/Manager	Level 2, Developmetal	$ 47.00	2.65	$ 124.55	$ 124.55	$ 124.55	$ 124.55	$ 124.55	$ 124.55
63	CTI (Civil Technology, Inc.)	Sub	Design/Construction Project Manager	Level 1, Entry	$ 53.00	2.65	$ 140.45	$ 140.45	$ 140.45	$ 140.45	$ 140.45	$ 140.45
64	CTI (Civil Technology, Inc.)	Sub	Design/Construction Project Manager	Level 2, Developmetal	$ 64.00	2.65	$ 169.60	$ 169.60	$ 169.60	$ 169.60	$ 169.60	$ 169.60
65	CTI (Civil Technology, Inc.)	Sub	Design/Construction Project Manager	Level 3, Full Experience	$ 75.00	2.65	$ 198.75	$ 198.75	$ 198.75	$ 198.75	$ 198.75	$ 198.75
66	CTI (Civil Technology, Inc.)	Sub	Design/Construction Project Manager	Level 4, Supervisory	$ 85.00	2.65	$ 225.25	$ 225.25	$ 225.25	$ 225.25	$ 225.25	$ 225.25
67	CTI (Civil Technology, Inc.)	Sub	Design/Construction Project Manager	Level 5, Managerial	$ 94.00	2.65	$ 249.10	$ 249.10	$ 249.10	$ 249.10	$ 249.10	$ 249.10
68	CTI (Civil Technology, Inc.)	Sub	Data Analyst/Architect	Level 1, Entry	$ 54.00	2.65	$ 143.10	$ 143.10	$ 143.10	$ 143.10	$ 143.10	$ 143.10
69	CTI (Civil Technology, Inc.)	Sub	Inspector	Level 3, Full Experience	$ 59.00	2.65	$ 156.35	$ 156.35	$ 156.35	$ 156.35	$ 156.35	$ 156.35
70	CTI (Civil Technology, Inc.)	Sub	Inspector	Level 4, Supervisory	$ 69.00	2.65	$ 182.85	$ 182.85	$ 182.85	$ 182.85	$ 182.85	$ 182.85
71	Ground Engineering Consultants, Inc.	Sub	Quality Control Engineer	Level 5, Managerial	$ 76.60	2.94	$ 225.20	$ 225.20	$ 225.20	$ 225.20	$ 225.20	$ 225.20
72	Ground Engineering Consultants, Inc.	Sub	Engineering/ Architect Specialist	Level 4, Supervisory	$ 66.80	2.94	$ 196.39	$ 196.39	$ 196.39	$ 196.39	$ 196.39	$ 196.39
73	Ground Engineering Consultants, Inc.	Sub	Inspector	Level 3, Full Experience	$ 52.80	2.94	$ 155.23	$ 155.23	$ 155.23	$ 155.23	$ 155.23	$ 155.23
74	Ground Engineering Consultants, Inc.	Sub	Inspector	Level 2, Developmetal	$ 42.80	2.94	$ 125.83	$ 125.83	$ 125.83	$ 125.83	$ 125.83	$ 125.83
75	Ground Engineering Consultants, Inc.	Sub	Engineer Technician	Level 2, Developmetal	$ 32.60	2.94	$ 95.84	$ 95.84	$ 95.84	$ 95.84	$ 95.84	$ 95.84
76	Mead & Hunt, Inc.	Sub	Administrative Support	Level 3, Full Experience	$ 31.75	3.10	$ 98.43	$ 98.43	$ 98.43	$ 98.43	$ 98.43	$ 98.43
77	Mead & Hunt, Inc.	Sub	Commissioning Agent	Level 2, Developmetal	$ 43.27	3.10	$ 134.14	$ 134.14	$ 134.14	$ 134.14	$ 134.14	$ 134.14
78	Mead & Hunt, Inc.	Sub	Commissioning Agent	Level 3, Full Experience	$ 52.47	3.10	$ 162.66	$ 162.66	$ 162.66	$ 162.66	$ 162.66	$ 162.66
79	Mead & Hunt, Inc.	Sub	Commissioning Agent	Level 4, Supervisory	$ 57.69	3.10	$ 178.84	$ 178.84	$ 178.84	$ 178.84	$ 178.84	$ 178.84
80	Mead & Hunt, Inc.	Sub	Commissioning Agent	Level 5, Managerial	$ 73.26	3.10	$ 227.11	$ 227.11	$ 227.11	$ 227.11	$ 227.11	$ 227.11
81	Mead & Hunt, Inc.	Sub	Contract Administrator/Manager	Level 5, Managerial	$ 93.32	3.10	$ 289.29	$ 289.29	$ 289.29	$ 289.29	$ 289.29	$ 289.29
82	Program Controls, Inc.	Sub	Project Controls Engineer/Manager	Level 5, Managerial	$ 100.00	2.40	$ 240.00	$ 240.00	$ 240.00	$ 240.00	$ 240.00	$ 240.00
83	Program Controls, Inc.	Sub	Scheduler	Level 5, Managerial	$ 95.00	2.40	$ 228.00	$ 228.00	$ 228.00	$ 228.00	$ 228.00	$ 228.00
84	Program Controls, Inc.	Sub	Cost/Estimating Engineer	Level 5, Managerial	$ 95.00	2.40	$ 228.00	$ 228.00	$ 228.00	$ 228.00	$ 228.00	$ 228.00
85	Program Controls, Inc.	Sub	Scheduler	Level 4, Supervisory	$ 80.00	2.40	$ 192.00	$ 192.00	$ 192.00	$ 192.00	$ 192.00	$ 192.00
86	Program Controls, Inc.	Sub	Cost/Estimating Engineer	Level 4, Supervisory	$ 80.00	2.40	$ 192.00	$ 192.00	$ 192.00	$ 192.00	$ 192.00	$ 192.00
87	Program Controls, Inc.	Sub	Scheduler	Level 3, Full Experience	$ 70.00	2.40	$ 168.00	$ 168.00	$ 168.00	$ 168.00	$ 168.00	$ 168.00
88	Program Controls, Inc.	Sub	Cost/Estimating Engineer	Level 3, Full Experience	$ 70.00	2.40	$ 168.00	$ 168.00	$ 168.00	$ 168.00	$ 168.00	$ 168.00
89	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 4, Supervisory	$ 78.31	2.66	$ 208.30	$ 208.30	$ 208.30	$ 208.30	$ 208.30	$ 208.30
90	Sunland Group, Inc.	Sub	Design/Construction Project Manager	Level 3, Full Experience	$ 72.11	2.66	$ 191.81	$ 191.81	$ 191.81	$ 191.81	$ 191.81	$ 191.81
91	Sunland Group, Inc.	Sub	Scheduler	Level 4, Supervisory	$ 78.05	2.66	$ 207.61	$ 207.61	$ 207.61	$ 207.61	$ 207.61	$ 207.61
92	Sunland Group, Inc.	Sub	Inspector	Level 4, Supervisory	$ 55.46	2.66	$ 147.52	$ 147.52	$ 147.52	$ 147.52	$ 147.52	$ 147.52
93	Sunland Group, Inc.	Sub	Inspector	Level 3, Full Experience	$ 49.35	2.66	$ 131.27	$ 131.27	$ 131.27	$ 131.27	$ 131.27	$ 131.27
94	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 5, Managerial	$ 84.13	2.66	$ 223.79	$ 223.79	$ 223.79	$ 223.79	$ 223.79	$ 223.79
95	Sunland Group, Inc.	Sub	Contract Administrator/Manager	Level 3, Full Experience	$ 39.77	2.66	$ 105.79	$ 105.79	$ 105.79	$ 105.79	$ 105.79	$ 105.79
96	Sunland Group, Inc.	Sub	Scheduler	Level 3, Full Experience	$ 68.15	2.66	$ 181.28	$ 181.28	$ 181.28	$ 181.28	$ 181.28	$ 181.28
97	Sunland Group, Inc.	Sub	Design/Construction Project Manager	Level 2, Developmetal	$ 50.80	2.66	$ 135.13	$ 135.13	$ 135.13	$ 135.13	$ 135.13	$ 135.13
98	Sunland Group, Inc.	Sub	Cost/Estimating Engineer	Level 3, Full Experience	$ 67.20	2.66	$ 178.75	$ 178.75	$ 178.75	$ 178.75	$ 178.75	$ 178.75
99	V-1 Consulting	Sub	Design/Construction Project Manager	Level 5, Managerial	$ 124.00	2.10	$ 260.40	$ 260.40	$ 260.40	$ 260.40	$ 260.40	$ 260.40
100	V-1 Consulting	Sub	Design/Construction Project Manager	Level 4, Supervisory	$ 109.00	2.10	$ 228.90	$ 228.90	$ 228.90	$ 228.90	$ 228.90	$ 228.90
101	V-1 Consulting	Sub	Design/Construction Project Manager	Level 3, Full Experience	$ 94.00	2.10	$ 197.40	$ 197.40	$ 197.40	$ 197.40	$ 197.40	$ 197.40
102	V-1 Consulting	Sub	Design/Construction Project Manager	Level 2, Developmetal	$ 71.00	2.10	$ 149.10	$ 149.10	$ 149.10	$ 149.10	$ 149.10	$ 149.10
103	V-1 Consulting	Sub	Design/Construction Project Manager	Level 1, Entry	$ 57.00	2.10	$ 119.70	$ 119.70	$ 119.70	$ 119.70	$ 119.70	$ 119.70

Exhibit B

104	Yeh & Associates	Sub	Inspector	Level 1, Entry	$ 36.00	3.50	$ 126.00	$ 126.00	$ 126.00	$ 126.00	$ 126.00	$ 126.00
105	Yeh & Associates	Sub	Inspector	Level 2, Developmetal	$ 42.50	3.50	$ 148.75	$ 148.75	$ 148.75	$ 148.75	$ 148.75	$ 148.75
106	Yeh & Associates	Sub	Inspector	Level 3, Full Experience	$ 49.00	3.50	$ 171.50	$ 171.50	$ 171.50	$ 171.50	$ 171.50	$ 171.50
107	Yeh & Associates	Sub	Inspector	Level 4, Supervisory	$ 56.50	3.50	$ 197.75	$ 197.75	$ 197.75	$ 197.75	$ 197.75	$ 197.75
108	Yeh & Associates	Sub	Construction Representative	Level 3, Full Experience	$ 67.50	3.50	$ 236.25	$ 236.25	$ 236.25	$ 236.25	$ 236.25	$ 236.25
109	Yeh & Associates	Sub	Chief Construction Representative	Level 5, Managerial	$ 73.50	3.50	$ 257.25	$ 257.25	$ 257.25	$ 257.25	$ 257.25	$ 257.25
110	Yeh & Associates	Sub	Document Controller/Manager	Level 4, Supervisory	$ 44.00	3.50	$ 154.00	$ 154.00	$ 154.00	$ 154.00	$ 154.00	$ 154.00
111	Yeh & Associates	Sub	Project Controls Engineer/Manager	Level 4, Supervisory	$ 63.50	3.50	$ 222.25	$ 222.25	$ 222.25	$ 222.25	$ 222.25	$ 222.25
112	Anser (Accenture)	Sub	Design/Construction Project Manager	Level 5, Managerial	$ 148.02	2.70	$ 399.65	$ 399.65	$ 399.65	$ 399.65	$ 399.65	$ 399.65
113	Anser (Accenture)	Sub	Design/Construction Project Manager	Level 5, Managerial	$ 146.67	2.70	$ 396.01	$ 396.01	$ 396.01	$ 396.01	$ 396.01	$ 396.01
114	Anser (Accenture)	Sub	Design/Construction Project Manager	Level 5, Managerial	$ 135.15	2.70	$ 364.91	$ 364.91	$ 364.91	$ 364.91	$ 364.91	$ 364.91
115	Anser (Accenture)	Sub	Design/Construction Project Manager	Level 4, Supervisory	$ 114.79	2.70	$ 309.93	$ 309.93	$ 309.93	$ 309.93	$ 309.93	$ 309.93
116	Anser (Accenture)	Sub	Design/Construction Project Manager	Level 4, Supervisory	$ 99.98	2.70	$ 269.95	$ 269.95	$ 269.95	$ 269.95	$ 269.95	$ 269.95
117	Zann, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	$ 72.50	2.90	$ 210.25	$ 210.25	$ 210.25	$ 210.25	$ 210.25	$ 210.25
118	Zann, Inc.	Sub	Design/Construction Project Manager	Level 3, Full Experience	$ 48.50	2.90	$ 140.65	$ 140.65	$ 140.65	$ 140.65	$ 140.65	$ 140.65
119	Program Controls, Inc.	Sub	Cost/Estimating Engineer	Level 1, Entry	$ 55.00	2.40	$ 132.00	$ 132.00	$ 132.00	$ 132.00	$ 132.00	$ 132.00
120	Program Controls, Inc.	Sub	Cost/Estimating Engineer	Level 2, Developmetal	$ 60.00	2.40	$ 144.00	$ 144.00	$ 144.00	$ 144.00	$ 144.00	$ 144.00
121	Program Controls, Inc.	Sub	Scheduler	Level 1, Entry	$ 55.00	2.40	$ 132.00	$ 132.00	$ 132.00	$ 132.00	$ 132.00	$ 132.00
122	Program Controls, Inc.	Sub	Scheduler	Level 2, Developmetal	$ 60.00	2.40	$ 144.00	$ 144.00	$ 144.00	$ 144.00	$ 144.00	$ 144.00
123	CMTS LLC	Sub	Contract Administrator/Manager	Level 1, Entry	$ 39.75	2.42	$ 96.08	$ 96.08	$ 96.08	$ 96.08	$ 96.08	$ 96.08
124	CMTS LLC	Sub	Contract Administrator/Manager	Level 2, Developmetal	$ 51.50	2.42	$ 124.48	$ 124.48	$ 124.48	$ 124.48	$ 124.48	$ 124.48
125	CMTS LLC	Sub	Cost/Estimating Engineer	Level 1, Entry	$ 51.50	2.42	$ 124.48	$ 124.48	$ 124.48	$ 124.48	$ 124.48	$ 124.48
126	CMTS LLC	Sub	Cost/Estimating Engineer	Level 2, Developmetal	$ 65.50	2.42	$ 158.32	$ 158.32	$ 158.32	$ 158.32	$ 158.32	$ 158.32
127	CMTS LLC	Sub	Scheduler	Level 1, Entry	$ 43.15	2.42	$ 104.30	$ 104.30	$ 104.30	$ 104.30	$ 104.30	$ 104.30
128	CMTS LLC	Sub	Scheduler	Level 2, Developmetal	$ 60.85	2.42	$ 147.08	$ 147.08	$ 147.08	$ 147.08	$ 147.08	$ 147.08
129	CMTS LLC	Sub	Data Analyst/Architect	Level 3, Full Experience	$ 84.25	2.42	$ 203.64	$ 203.64	$ 203.64	$ 203.64	$ 203.64	$ 203.64
130	CMTS LLC	Sub	Data Analyst/Architect	Level 5, Managerial	$ 93.65	2.42	$ 226.36	$ 226.36	$ 226.36	$ 226.36	$ 226.36	$ 226.36
131	CMTS LLC	Sub	Project Coordinator	Level 1, Entry	$ 20.00	2.42	$ 48.34	$ 48.34	$ 48.34	$ 48.34	$ 48.34	$ 48.34
132	CMTS LLC	Sub	Project Coordinator	Level 2, Developmetal	$ 28.00	2.42	$ 67.68	$ 67.68	$ 67.68	$ 67.68	$ 67.68	$ 67.68
133	CMTS LLC	Sub	Project Coordinator	Level 3, Full Experience	$ 45.00	2.42	$ 108.77	$ 108.77	$ 108.77	$ 108.77	$ 108.77	$ 108.77
134	CMTS LLC	Sub	ORAT Technician	Level 1, Entry	$ 46.80	2.42	$ 113.12	$ 113.12	$ 113.12	$ 113.12	$ 113.12	$ 113.12
135	CMTS LLC	Sub	ORAT Technician	Level 2, Developmetal	$ 65.55	2.42	$ 158.44	$ 158.44	$ 158.44	$ 158.44	$ 158.44	$ 158.44
136	CMTS LLC	Sub	ORAT Technician	Level 3, Full Experience	$ 84.25	2.42	$ 203.64	$ 203.64	$ 203.64	$ 203.64	$ 203.64	$ 203.64
137	CMTS LLC	Sub	ORAT Technician	Level 4, Supervisory	$ 103.00	2.42	$ 248.96	$ 248.96	$ 248.96	$ 248.96	$ 248.96	$ 248.96
138	CMTS LLC	Sub	ORAT Technician	Level 5, Managerial	$ 122.25	2.42	$ 295.49	$ 295.49	$ 295.49	$ 295.49	$ 295.49	$ 295.49
139	CMTS LLC	Sub	ORAT Coordinator	Level 1, Entry	$ 41.80	2.42	$ 101.03	$ 101.03	$ 101.03	$ 101.03	$ 101.03	$ 101.03
140	CMTS LLC	Sub	ORAT Coordinator	Level 2, Developmetal	$ 46.35	2.42	$ 112.03	$ 112.03	$ 112.03	$ 112.03	$ 112.03	$ 112.03
141	CMTS LLC	Sub	ORAT Coordinator	Level 3, Full Experience	$ 55.45	2.42	$ 134.03	$ 134.03	$ 134.03	$ 134.03	$ 134.03	$ 134.03
142	CMTS LLC	Sub	ORAT Coordinator	Level 4, Supervisory	$ 65.90	2.42	$ 159.29	$ 159.29	$ 159.29	$ 159.29	$ 159.29	$ 159.29
143	CMTS LLC	Sub	ORAT Coordinator	Level 5, Managerial	$ 75.00	2.42	$ 181.28	$ 181.28	$ 181.28	$ 181.28	$ 181.28	$ 181.28
144	AECOM Technical Services, Inc.	Prime	Project Coordinator	Level 3, Full Experience	$ 68.00	2.67	$ 181.56	$ 181.56	$ 181.56	$ 181.56	$ 181.56	$ 181.56
145	AECOM Technical Services, Inc.	Prime	Project Coordinator	Level 4, Supervisory	$ 75.00	2.67	$ 200.25	$ 200.25	$ 200.25	$ 200.25	$ 200.25	$ 200.25
146	AECOM Technical Services, Inc.	Prime	Project Coordinator	Level 5, Managerial	$ 80.00	2.67	$ 213.60	$ 213.60	$ 213.60	$ 213.60	$ 213.60	$ 213.60
147	AECOM Technical Services, Inc.	Prime	ORAT Coordinator	Level 4, Supervisory	$ 90.00	2.67	$ 240.30	$ 240.30	$ 240.30	$ 240.30	$ 240.30	$ 240.30
148	AECOM Technical Services, Inc.	Prime	ORAT Coordinator	Level 5, Managerial	$ 110.00	2.67	$ 293.70	$ 293.70	$ 293.70	$ 293.70	$ 293.70	$ 293.70
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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 per project 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.

Exhibit D

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

PROFESSIONAL SERVICES TASK ORDER PROCESS

Office of Primary Responsibility:	Design Engineering and Construction (DEC)
Supersedes:	COMBINES TASK ORDER PROCESS - PROPOSALS AND EXECUTION, JULY 2025, R2 & TASK ORDER PROCESS - SCHEDULING, REPORTING, COMPENSATION, JULY 2025 R2, & PROFESSIONAL SERVICES COMPENSATION PROCESS, MAY 2025, R1
Certified by:	Senior Director, Project Delivery

CONTENTS

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: 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.

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 as memorialized in the currently approved *Labor Rates and Classifications Exhibit* to the Agreement (unless otherwise specified in the Task Order RFP). The fee structure for the proposal will be identified and defined in the Task Order RFP.
    a. A maximum subcontractor markup of five percent (5%).
    b. 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. Contractor shall submit the cost of the scope of work as part of its proposal in the Task Order Fee Proposal Spreadsheet which will be provided with 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 (fixed price) 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 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. The Contractor shall not proceed with the work described 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 time and materials, not to exceed fee proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subcontractors.
2. A revised schedule identifying all phases of the work that demonstrates the proposed changed schedule compared to the original schedule.
3. A completed 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 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: Professional Services Affidavit of Completion Letter, Final Statement of Accounting, and 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:

1. Electronic files of Construction Drawings (Task Order Specific);
2. Available BIM files for areas of work (Task Order Specific);
3. Electronic copies of available Technical Specifications or Reports (Task Order Specific); and
4. 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 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 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 shall be proposed and accepted by the City 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 "Base Rate" and all subsequent annual rates for subcontractors in the Labor Rates and Classifications Exhibit to the Agreement are the billable rates charged to 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 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 either (i) incorporated in the labor rates and classifications or (ii) calculated by applying the overhead multiplier factor against core staff wage reimbursements. The applicable method of allocating O.H. shall be specified in the Task Order.

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.

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

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 it 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.

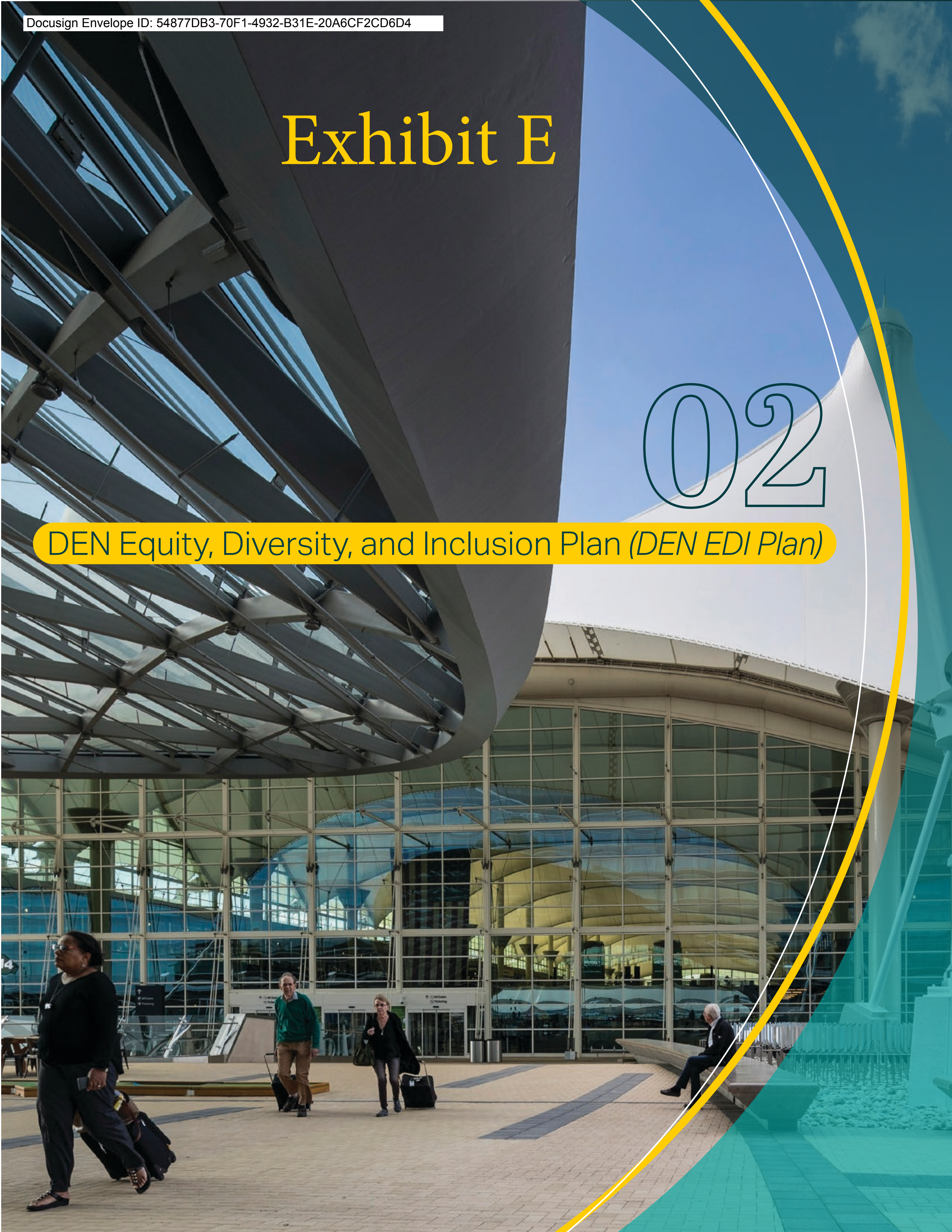
REFERENCED FORMS

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. Request for Proposal for Additional Services
6. Monthly Invoice Checklist
7. Advance Travel Authorization Form
8. Professional Services Affidavit of Completion Letter
9. Final Statement of Accounting

END OF EXHIBIT

Exhibit E



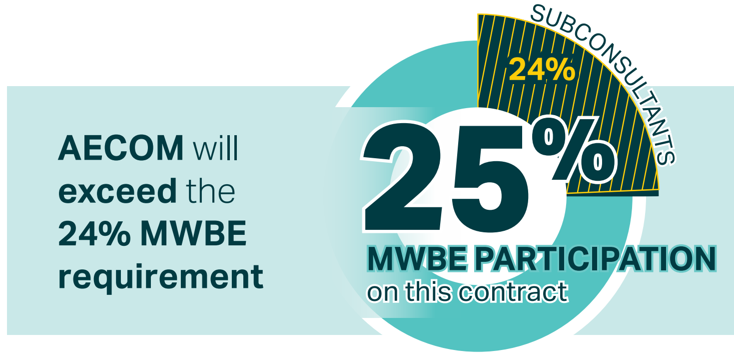
02

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

02 DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

DEN EDI PLAN: AECOM is committed to bringing our Equity, Diversity, and Inclusion Plan commitments to life on the DEN Design and Construction Project Delivery Support Services project, leaving a significant legacy for the next generation of local talent and the broader community.

AECOM will achieve our commitment to meaningful and lasting diversity and inclusion through targeted engagement programs to be developed in partnership with DEN. These efforts will focus on education, planning, workforce development, and continuous community engagement. We are excited to get started and aim to make this project a hallmark of how we deliver on our EDI commitments.



We continually look to expand our MWBE participation based on the composition of project scopes and are excited to partner on this pursuit with trusted diverse businesses that bring local knowledge and expertise to our team, as shown in the table below.

MWBE Partner	Scope	MWBE Commitment
Civil Technology, Inc.	Project Management, Construction Management, Special Inspection	3%
CMTS	Project Management, Construction Management	5%
Program Controls Inc.	Project Controls, Estimating, Scheduling	3%
Sunland Group	Project Controls, Estimating, Quality Assurance	3%
V-1 Consulting	Project Management, Construction Management	5%
Yeh and Associates	Quality Assurance, Special Inspections	5%
Zann, Inc.	Compliance + MWBE Outreach	1%

Commitment to Advancing Small Business

As a signatory, sponsor, and active participant in The Equity in Infrastructure Project, AECOM has an established company culture of EDI commitments. In line with these commitments, AECOM is always actively seeking new small and diverse firms to support our work across markets. To connect with potential partners, we regularly host in-person and virtual outreach events focused on identifying qualified firms.

To demonstrate our commitment to diversity and inclusion, Suzanne Arkle will serve as an MWBE coordinator. Her experience supporting DEN will help facilitate, align, and drive program success.

- **Suzanne Arkle-MWBE Coordinator** suzanne@zanninc.com; phone 720.324.8580
- **Jeff Warkoski-Program Manager** jeffrey.warkoski@aecom.com; jeffrey.warkoski@flydenver.com; phone 303.898.3093

The AECOM Small Business Program incorporates mentoring opportunities through the full project life cycle. We recognize that small business firms are at different stages of development and have a diverse set of needs. Our mentoring strategy is tailored to those needs.

The following represent key elements of our commitment, from pre-proposal through project completion:

- Network with and identify small business partners (pre-proposal phase)
- Provide business development training, including AECOM's Winning Edge methodology (proposal phase)

SIGNIFICANT AND MEANINGFUL DIVERSITY IN TEAM COMPILATION

We focus on building the right teams with an emphasis on finding qualified and capable partners. This approach fosters significant and meaningful diversity in our team composition. Our team reflects not only deep local knowledge and commitment, but also the diversity that makes Denver unique.

- Discuss business needs and desires with each subconsultant (prior to project inception)
- Identify an AECOM mentoring team and align staff from AECOM with staff from each small business to provide active, project-based mentorship (project inception)
- Hold regular mentoring check-ins with each subconsultant over the course of the project
- Debrief at project close and discuss future partnering opportunities

A. EDI Strategies

We have taken a thoughtful and thorough approach to support strong MWBE participation, aligning scopes of work with a diverse range of services for this contract. Many of our proposed subconsultants are long-standing partners in the Denver market and at DEN, like Civil Technology, Sunland, Zann and CMTS (with experience even dating back to Denver's Stapleton International Airport), and we are proud to continue those relationships. These partners offer strategic expertise in myriad project roles, along with a wealth of historical knowledge that will benefit every DEN project. In addition, we have expanded our outreach to include firms new to our team like PCI, V-1, and Yeh and Associates, broadening opportunities and helping DEN achieve its goal of reducing barriers for those seeking to gain experience with the airport.

> *We have partnered with AECOM for many years and their continued commitment to engaging MWBE/DBE subs not just at DEN, but across all their projects has made a real and significant impact to so many small businesses.*

- Suzanne Arkle, Zann

UTILIZATION PLANNING

Our approach to utilization planning focuses on creating meaningful opportunities for MWBEs through early planning and intentional engagement:

- Develop opportunities within scopes of work and explore ways to break them down to match the capabilities and availability of small businesses.
- Integrate MWBE outreach and support during procurement to help firms navigate the solicitation process and stay engaged.

CREATIVE STRATEGIES TO INCORPORATE NEW PARTNERS

We understand the importance of creating an inclusive and small business-friendly process to incorporate new partners. Our proactive approach includes several creative outreach and communication strategies, including:

- Creating a coordinated outreach strategy to foster continuous engagement between the management team and future partners
- Conducting one-on-one sessions with team members and prospective partners
- Participating in monthly Taking Flight at DEN outreach events to network with prospective partners
- Conducting industry forums and virtual outreach events to inform interested parties of opportunities
- Tracking and maintaining a database of firms qualified and contacted for each opportunity

STRATEGIC OUTREACH AND COMMUNICATIONS

- Create a coordinated outreach strategy to foster continuous engagement between the Management team and future partners.
- Conduct one-on-one sessions with team members and prospective partners.

- Participate in monthly Taking Flight at DEN outreach events to network with prospective partners.
- Conduct industry forums and virtual outreach events to inform interested parties of opportunities.
- Track and maintain a database of firms qualified and contacted for each opportunity.

B. Technical Assistance & Support Services

The PDSS presents a significant opportunity to grow small business capacity and experience in the Denver region. This will not only benefit DEN, but also a range of future projects in the coming decades. AECOM is committed to providing meaningful roles to subconsultants and actively mentoring our partner firms from project inception through completion. Our subconsultant partners bring a rich history of experience and background knowledge at DEN, from original construction all the way through current projects such as facilities upgrades, airside pavement rehabilitations, and more, which will be invaluable to our team.

Complementing our commitment to exceed the MWBE goal, our team has identified several strategies to expand small business opportunities and foster meaningful roles. Our MWBE partner for Quality Assurance, Yeh and Associates, is actively delivering quality assurance services at DEN and will be meaningfully integrated with our AECOM leads for future projects.

We have developed and continue to maintain a multifaceted approach focused on strengthening the capabilities of our MWBE subconsultants and fostering relationships with new small and diverse business enterprises. To help onboard new subconsultants, we highlight specific programs that reduce barriers for small businesses operating at DEN, such as the Airside Excess Auto Liability Program. Once on board, we focus on creating contracting opportunities that align with each firm's capacity and expertise, with the goal of strengthening their capabilities and helping them become more competitive in the marketplace.

We have developed and continue to maintain a multifaceted program focused on strengthening the capabilities of our MWBE subconsultants and fostering relationships with new small and diverse business enterprises. The program emphasizes creating contracting opportunities aligned with each firm's capacity and expertise, with the goal of helping them grow stronger and become more competitive in the marketplace.

Mentor/Protégé Benefits | AECOM has a long history of participation in our clients' mentor-protégé programs, each with its own requirements and benefits. We have found that the most successful partnerships are those in which both mentor and protégé grow and benefit from the relationship.

Some of the most common benefits include:

- Building strategic partnerships between MWBE firms and larger, more experienced firms
- Enhancing protégés' technical capabilities and business infrastructure

MWBE/DBE SUCCESS

At DEN, AECOM worked closely with five different MWBE/DBE subconsultants for many years under an ongoing series of projects. We mentored many of these firms and included them in a variety of projects, striving to make sure each firm was engaged in meaningful and important support to the airport. In the last 5 years, all of these firms have graduated the MWBE/DBE program because their revenues exceeded the program limits.

- Facilitating technology transfer from mentor to protégé
- Enabling the award of non-competitive subcontracts or purchase orders to protégé firms

Mentor/Protégé Approach | Based on our experience, AECOM has developed a structured approach to mentor-protégé relationships that helps set each partnership up for success. While we meet all government requirements, we also look for specific qualities in potential protégés.

These include:

- Previous or existing contractual relationship with AECOM
- No existing, active mentor-protégé agreements
- Compatible ethics and financial stability
- Adequate resources to commit to a two-year or longer engagement
- Potential long-term strategic value in the given market

Mentor/Protégé Growth | Our approach to mentoring and supporting certified firm partners is focused on helping them grow sustainable, successful businesses. We work collaboratively to identify each firm's goals and tailor a plan for their needs, while maintaining consistent project-wide objectives that adapt to the project and local community context:

- Enhance the capabilities of small businesses by providing meaningful roles on projects. Help expand the range of services provided by small businesses, along with personnel skill sets and geographic reach across the country
- Impart value to small businesses through lessons learned, technical training, and practical experience gained
- Build the business development capacity of small businesses
- Assist in small business policies, procedures, and/or systems for project execution, including management tools and quality assurance/quality control procedures, among others

AECOM remains committed to our small business and MWBE teaming partners and values creating a space for purposeful conversations. To support this, we have hosted partnering workshops for open and candid communication regarding our growth areas and how we can support our partners' growth across the nation.

Most recently, we hosted our second partnering event in San Antonio, Texas, in March of 2025. Our aviation leadership and more than 35 of our current and future partners came together to discuss how to best collaborate and what they need from AECOM to grow. These efforts are just one of many forums we use to connect with the MWBE community.

C. Procurement Process

AECOM EQUITY, DIVERSITY, AND INCLUSION PROJECT PLANNING TOOL

AECOM uses the worksheet shown on the following page as a one of many steps in supporting equitable and inclusive project delivery. This worksheet is completed at project initiation, prior to procurement, and revisited throughout the project to assess outreach efforts and adjust strategies as needed. It provides a simplified approach that can be shared with direct subcontractors to help identify any lower-tier subcontracting opportunities and further promote equity, diversity, and inclusion at every level of the team. At project closeout, the worksheet serves as a valuable reflection tool to capture lessons learned and inform future work.

PROJECT INFORMATION			
Project Name	Client		
Desecribe the project location.			
Who are the agencies involved in leading the project and their roles?			
What is the purpose of the project and what is it trying to achieve?			
OPPORTUNITIES FOR EQUITY AND INCLUSION			
	Project Initiation	Project Mid-Point	Project Completion
Within the study area, are there populations that are historically disadvantaged and/or may be mobility challenged? (This includes racial minorities, populations with Limited English Proficiency, car-free households, people with disabilities, households below the poverty line, those over the age of 65, and those under the age of 16).			
Do the client or other key agency stakeholders have existing goals, policies, plans related to equity and inclusion? If yes, what are they and how can this project help advance those existing efforts?			
Is language translation needed for the project? If so, which languages? Do we have the resources on the team to conduct translation services?			
Are there nonprofits, community leaders or other organizations that could be partnered with to conduct outreach?			
What are the anticipated benefits of the project to all populations?			
What are potential unintended consequences of the project? How can the project be modified to enhance positive impacts and reduce negative impacts?			
Are there related infrastructure projects in the area? If yes, evaluate if the other projects could have benefits to historically disadvantages and/or mobility challenged populations. What coordination needs to happen with the stakeholders of the other projects?			
DEVELOPING STRATEGIES FOR DELIVERING AN EQUITABLE AND INCLUSIVE PROJECT			
Has there been any public engagement conducted previously in the community? If yes, are there any lessons learned on what has worked well in the past and what should be done differently in the future?			
How do you plan to build trust with all populations within the study area?			
What strategies do you plan to deploy to receive feedback from all populations within the study area? Are there certain strategies that may work better for some populations than others?			
How do you plan to ensure the public's input will be taken into account when making decisions about the project?			

ADVANCING ECONOMIC OPPORTUNITIES AND SMALL BUSINESS ENTERPRISES

During procurement, it is AECOM's practice to integrate small businesses into our supply chain and maximize subcontracting opportunities for small and diverse firms including Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) concerns, Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and other types of small or minority-owned business.

REPORTING

AECOM has extensive experience reporting and monitoring MWBE participation on projects. Through a disciplined approach and integrated database, we track participation status in real time, forecasting trends, identifying issues, and, most importantly, highlighting accomplishments. This strategy has been successfully applied on numerous projects. We review data monthly, coordinating it with the invoicing process to confirm that all partners remain on track.

D. Communication and Proposer Management

Our approach to communication and coordination with MWBE partners is rooted in helping them sustain or grow their businesses for future success. We work with MWBE firms to identify future growth goals and align work scopes to their company growth objectives. Key elements of our approach include:

- Matching principal discipline leaders with MWBE partners to support specific tasks/disciplines
- Scheduling regular team meetings to coordinate work and verify the completeness and quality of deliverables
- Identifying opportunities for MWBE firms to increase their initial scope responsibilities to areas that align with and complement their areas of expertise
- Identifying a dedicated MWBE EDI Plan Manager who will work directly with MWBE firms to identify opportunities to enhance their skills
- Inviting MWBE team members to participate in meetings with the city, key stakeholders, and other consultants, providing valuable exposure to their capabilities and potential future clients
- Providing training opportunities on project management, QA/QC compliance, and presentation skills
- Co-locating firms within our office to facilitate use of required software, computer equipment, and printing facilities
- Arranging to have space available where MWBE firms can review plans and specifications associated with projects
- Advising MWBEs on business development strategies through guidance from both project managers and marketing/business development staff
- Holding one-on-one working sessions using trained staff with in-depth knowledge of business and construction management practices
- Conducting seminars on various aspects of engineering, planning, and business management to help MWBE contractors perform more effectively
- Making technical specialists available to help orient MWBE contractors performing work on task orders
- Facilitating or conducting technical workshops led by project personnel, using a project-specific "how-to" approach to address important topics

AECOM follows a proven subconsultant management process to prequalify the partners we engage. We mitigate risk through thorough due diligence, clearly defined scopes of work, and ongoing performance management throughout the project life cycle. We communicate our requirements to each firm at the outset and keep them informed of any changes that may impact their deliverables or schedule. These requirements include:

- Scope of services
- Schedule
- Payment terms
- Quality and health & safety requirements, adhering to AECOM's ISO 9001-compliant quality management system
- Business terms and conditions

DISPUTE RESOLUTION

A key component of our EDI Plan is a structured mediation process, activated only after all engagement efforts related to disputes have been exhausted. Open communication is the backbone of our approach. By proactively sharing forecasted work, we help our team and partners manage workloads and set clear expectations for each task. However, if disputes arise, our mediation process follows a clear, step-by-step approach. First, project or contract managers from each team will hold a formal meeting to attempt resolution. If issues remain unresolved, the principals of each firm will engage directly to seek resolution through leadership-level dialogue. As a final step, if needed, we will request the City's assistance to mediate the discussion and help identify corrective actions or mitigation strategies.

While we do not anticipate needing to activate this mediation process, these steps are in place to address issues if they arise and provide a clear path to resolution when necessary.

E. Past Performance

For decades, AECOM has worked closely with aviation clients around the country to achieve, and often exceed, MWBE and DBE goals on federally funded and non-federally funded contracts. This longstanding commitment has helped our MWBE/ DBE partners grow nationwide. We are proud to support a wide range of aviation programs and to share in the success stories they generate. The table below highlights a sampling of our experience exceeding MWBE/ DBE goals set by DEN, the City and County of Denver, and other large hub airports—facilities that often set ambitious targets due to their proximity to major urban centers and the availability of MWBE/DBE firms in the marketplace. Our work, including projects for DEN, has led to meaningful success stories, helping our small business partners expand both their geographic reach and overall business capacity.

Further details on AECOM's efforts and initiatives towards youth mentorship and development, employee recruitment, training, development, and succession planning are included on the following pages.

Additionally, AECOM regularly supports clients with their outreach efforts to promote participation of historically underutilized business. One example:

Disabled Veteran Business Enterprise (DVBE) Outreach | To support a key client in increasing DVBE participation, in July 2022, AECOM launched a paid social campaign on LinkedIn specifically curated to seek out qualifying DVBE firms interested in collaborating with AECOM on future Department of Toxic Substances Control projects. Through this campaign, AECOM received nearly 20,000 post views, 350+ engagements (likes, shares, comments, and clicks), and submissions by 14 registered DVBE firms.

HISTORY OF ACHIEVING SMALL BUSINESS GOALS

Project Name *Client*	Service Period	Initial MWBE/DBE Goal vs Final Utilization
DEN Future Runway Program Management Services *DEN*	2021 – Present	25% Initial Goal 39.6% Current Utilization
Quality Assurance Inspection and Special Inspection Services *DEN*	2017 – 2022	38% Initial Goal 45.73% Final Utilization
On-Call Facility Assessment *DEN*	2019 – 2024	20% Initial Goal 22.16% Final Utilization
On-Call Electronic and Communications System Support Services *DEN*	2018 – 2023	0% Initial Goal 29.9% Final Utilization
Monaco over Cherry Creek Bridge Replacement *City and County of Denver*	2023– 2024	22% Initial Goal 22.3% Final Utilization
Wastewater On-Call Services *City and County of Denver*	2017 – 2021	10% Initial Goal 18% Final Utilization
Denver Union Station *City and County of Denver/RTD*	2009 – 2014	15% Initial Goal 15.8% Final Util.
DFW Infrastructure PMCM *DFW International Airport*	2016 – 2023	36% Initial Goal 42% Final Utilization

F. Proposer's Culture

COMMITMENT TO A WELCOMING WORKPLACE

AECOM is committed to being the best place to work in our industry—creating an environment where everyone can reach their full potential and build meaningful, rewarding careers.

INFRASTRUCTURE CREATES OPPORTUNITY FOR EVERYONE

A welcoming workplace one in which everyone feels valued, their voices are heard, collaboration happens freely, and people are recognized and rewarded based on performance. By fostering fairness, respect, collaboration, and a sense of community, we empower innovation, drive better outcomes for clients, and make a positive impact.

Our efforts have been recognized by prominent organizations. The Human Rights Campaign has named us a Best Place to Work for LGBTQ+ Equality in the United States for the fifth consecutive year and Ethisphere has ranked us among the world's most ethical companies. Additionally, for almost two decades, AECOM has been recognized by VIQTORY as a Military-Friendly Employer, reflecting our commitment to hiring, supporting, and advancing veterans and military spouses.

AECOM's employee resource groups (ERGs) celebrate and support diverse communities, both within the company and in the places we live and work. These ERGs include:

Women's Leadership Alliance provides a collaborative, inclusive environment where women of all backgrounds are empowered to succeed at AECOM.

Pride recognizes, supports, and celebrates the LGBTQ+ community across our organization and the communities in which we live and work.

BeBold creates opportunities for Black employees by promoting career growth, leadership development, and cultural awareness.

Mosaic supports the Asian Pacific Islander (API) community at AECOM through career development, cultural celebration, and increased visibility.

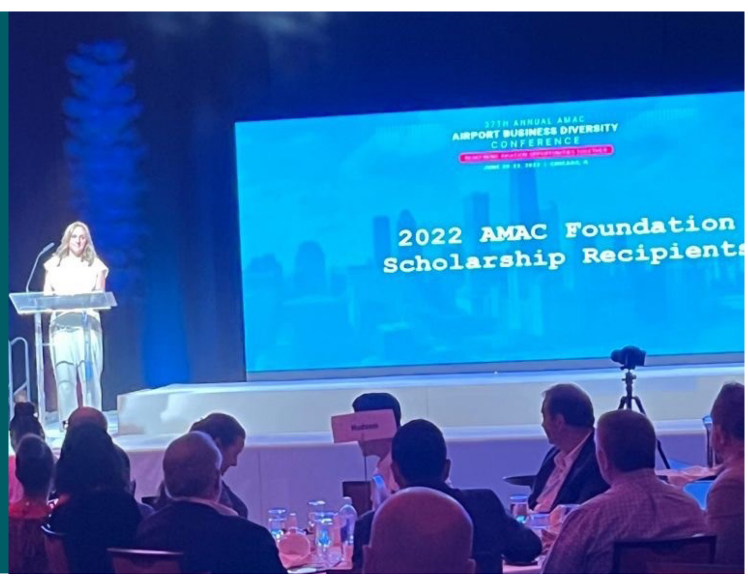
JUNTOS empowers the Hispanic/Latinx community by promoting career advancement, cultural pride, community impact, and market engagement.

Veterans Alliance connects military veterans and allies through a supportive network focused on shared experiences, professional growth, and mutual care.

These champions collaborate and share best practices through a series of meetings and our Champions Teams site.

SCHOLARSHIPS THROUGH THE AMAC FOUNDATION

Right: Linell Olecki, AECOM's Northeast Aviation Sector Lead, presents the AECOM Future Led by Youth (FLY) Scholarship on behalf of the AMAC Foundation. This scholarship covers educational, coursework, and technology costs with an emphasis on students from racially, ethnically, and culturally diverse communities and backgrounds, including women and people of color pursuing aviation-related careers in architecture, engineering, and/or construction disciplines (including airport infrastructure development).



AECOM is also committed to embedding sustainability in all we do, and one of the key pillars of AECOM's Sustainable Legacies strategy is improving social outcomes. Employees participate in regular training sessions focusing on the importance of improving the social value of projects and programs. Some tools to achieve this include:

- Prioritization of underserved communities
- Supporting local economies by contracting with local subcontractors/subject matter experts and building capacity within our supply chains
- Collaborating with and including indigenous communities
- Strategically giving our time, skills, and other resources to support communities
- Using our social digital tools to support clients and communities
- Collaborating globally to review best practices

In addition, our team has found that expanding opportunities for both individuals and organizations strengthens the MWBE community. We actively identify roles for student interns and prioritize placing minority individuals in staff positions on the AECOM team.

EMPLOYMENT PRACTICES

Our recruitment strategies emphasize attracting a diverse pool of candidates by partnering with organizations and institutions that align with our values and by implementing inclusive hiring practices. We use structured interview processes and bias training for hiring managers to provide fair and equitable candidate evaluations. We work with subcontractors to align their strategies with ours and continually revisit AECOM's strategies so that we are implementing up-to-date best practices.

In terms of compensation, we maintain transparency and equity by conducting regular pay audits and aligning our compensation packages with market standards, compensating employees fairly for their contributions regardless of their background.

We provide equal opportunities for career growth and development through mentorship programs, leadership training, and clear career progression pathways. Our development initiatives include personalized learning plans, access to professional development resources, and opportunities for cross-functional projects to broaden skill sets.

YOUTH MENTORING - AECOM'S COMMITMENT TO THE NEXT GENERATION OF AVIATORS

Through AECOM's Future Led by Youth (FLY) endowment scholarship fund to the AMAC, AECOM VP Tina Houston presented a scholarship to Jayla Cornelius, a promising student with a clear passion for aviation. Jayla has since completed her studies and now works in AECOM's aviation design and engineering practice.

“*It was an honor to represent AECOM and present Jayla with the AMAC scholarship. The scholarship, funded by the AECOM FLY fund, provides financial assistance to students with a keen interest in the aviation industry, lightening the financial load of a college education. I was thrilled to be a part of Jayla's college journey resulting in her career at AECOM.”*

Tina Houston, AECOM Vice President

Our training is designed to empower employees with the knowledge and skills they need to excel. We offer a variety of training programs, including technical skill enhancement, leadership development, and diversity and inclusion workshops. These programs are tailored to meet the needs of our workforce and to support our organizational goals.

These values are reflected in the following ways:

- **Diverse Recruitment:** We partner with diverse organizations and educational institutions to encourage a wide range of applicants.
- **Inclusive Hiring Practices:** This approach helps us build a diverse and inclusive support team.
- **Equitable Compensation:** Our support staff benefit equitably from their participation on projects regardless of their background.
- **Career Development Opportunities:** Clear career progression pathways support growth within the organization.
- **Tailored Training Programs:** These programs enhance technical skills and leadership abilities.
- **Collaborative Environment:** This approach not only broadens skill sets but also strengthens individuals' integration within the project team.

THE EQUITY IN INFRASTRUCTURE PROJECT | As previously mentioned, AECOM is a signatory, sponsor, and active participant in The Equity in Infrastructure Project (EIP). Through our involvement with the EIP, AECOM is committed to embedding EDI values into our own workforce while also creating opportunities for MWBE/DBE subcontractors, which helps further the success of the integrated project team.

G. Future Initiatives

Looking to the future, AECOM actively supports and collaborates with small business firms across Colorado through ongoing engagement and leadership in industry organizations and will continue to do so over the next five years. Our Quality Manager, Michelle Hoysick, has served as President of WTS Colorado and Vice President of Programming for the Denver chapter of the Airport Minority Advisory Council (AMAC). Other key team members serve on the board of the Conference of Minority Transportation Officials (COMTO), strengthening our connections and advancing shared goals across the region.

Demonstrating our Commitment to Mentorship, Recruitment, Training, Development, and Succession Planning

Building top talent

We recruit and develop the industry's best talent from across the communities we serve, partnering with nonprofit organizations and universities to build a robust talent pipeline that strengthens our teams today and prepares us for the future.

Expanding understanding

We encourage respect, fairness and continuous learning through employee programs and family-friendly benefit policies. Our Employee Resource Groups build community and provide our people with a forum for deeper engagement.

Improving social outcomes

Through our Sustainable Legacies strategy, we prioritize creating social value through the solutions we deliver, working with clients, partners, and suppliers to maximize positive impact for individuals, communities and society.

Enriching communities

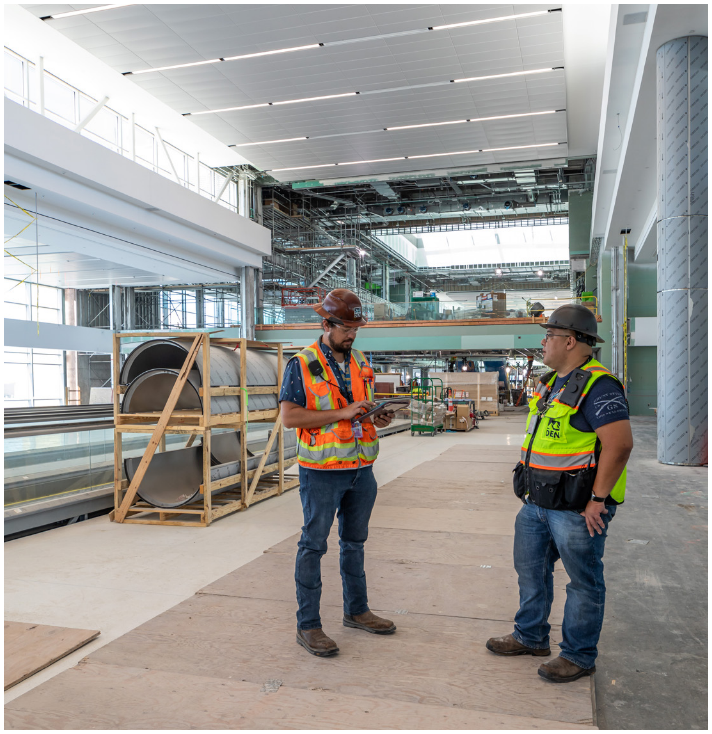
We support communities through pro bono work, volunteerism, philanthropy and strategic partnerships. We rally to help those in need through our local aid and relief activities, and our global employee giving and match campaigns.

WORKFORCE DEVELOPMENT AND SOCIAL IMPACT

Now, for the next five years, and beyond, AECOM's economic inclusion strategy extends to creating strategic partnerships that drive workforce opportunities for underrepresented groups. We partner with industry and community leaders to:

- Develop pre-apprenticeship and internship programs that create career pathways in transportation and infrastructure
- Provide culturally competent training to enhance awareness, empathy, and inclusivity among professionals
- Engage community leaders to integrate local perspectives into project planning
- Support technical assistance programs to mentor DBEs and help them secure government contracts

In addition, our team has found that expanding opportunities for both individuals and organizations strengthens the MWBE community. We actively identify roles for student interns and prioritize placing minority individuals in staff positions on the AECOM team.



THINKING WITHOUT LIMITS

AECOM believes fostering equity, diversity, and inclusion cannot be done in isolation. By continuing to cultivate a workforce that reflects our clients and the communities we serve, we are better positioned to anticipate and respond to their needs. Below are examples of how AECOM is making a difference—initiatives we plan to continue:

- Investing in Our Future: To invest in the communities in which we work, we partnered with a local transit agency, Valley Metro Rail in Phoenix, Arizona, on an internship program that provided 25 students with hands-on experience in planning and design.
- Celebrating Our People: For Pride Month, we held a roundtable discussion with our LGTBQ+ colleagues and allies who shared their experiences.
- Building a Better World: Our Blueprint Travel Grant (BTG) program supports employees' service-based trips in partnership with charitable organizations globally.
- Responding to Crisis: We work with the ACE Mentor Program of Greater New York (a free after-school program for underrepresented high school students interested in architecture, engineering, and construction) to provide professional mentorship. The alternate health facility we built in Long Island, New York in response to the pandemic was a particularly meaningful project for the students because it was in their own neighborhood.

ENGAGING THE COMMUNITY

We partnered with a broad and diverse design team to deliver the Inglewood Basketball & Entertainment Center (IBEC), the future home of the Los Angeles Clippers, in the Inglewood neighborhood of Los Angeles, California. The IBEC project supports jobs and economic revitalization, contributing millions of dollars to affordable housing, renter assistance, education, and youth services.

EXHIBIT F

REQUEST FOR PORPOSALS

202579524: AECOM Technical Services, Inc.

Design and Construction Project Delivery Support Services

Incorporated by Reference as found in File #20260032 at the Denver Office of the Clerk and Recorder