

APPENDIX 3-F
INITIAL PROJECT MANAGEMENT PLAN

(See attached.)



GREAT HALL PROJECT

A PROJECT THAT WILL INSPIRE THE AIRPORT INDUSTRY

Project Management Plan

22nd June 2017

Great Hall Project LLC

ferrovial



JLC | MJE-Loop
Capital Partners LLC

Disclaimer

This document is delivered pursuant to the Predevelopment Agreement, dated as of September 5, 2016 (as amended, supplemented and/or otherwise modified, the “PDA”), between the City and County of Denver (the “Owner”) and Denver Great Hall LLC (the “Developer”) and as part of a Submittal under the PDA. It summarises our views and considerations as Developer, which are based on the information provided by the Owner and/or Denver International Airport (“DEN”) and other information publicly available.

The information and analysis contained in the document are preliminary and subject to review, discussion and modification in mutual cooperation with the Owner. It is therefore subject to further discussion, review and, to the extent required, updates and amendments during the analysis of the Project regulated in the PDA and the negotiations in respect of finalizing the Development Agreement (“DA”) contemplated thereby to be entered into between the Owner and the Developer.

Therefore, it is an analysis subject to review which is based on the available information and shall be understood as excluding any promise, representation or warranty (expressed or implied) to any person as to the accuracy or completeness of the information or of any type of projection, forecast, or prospective or risk analysis included in it, for which any liability is excluded.

Any errors, misstatements or omissions shall be discussed with the Developer for review, discussion, development and amendment in future revised versions.

The information contained is confidential and should be treated as such. It should not be made public and can only be shared with third parties in accordance with the terms agreed in the PDA or the DA, as applicable.

Glossary

Abbreviation	Meaning
ACDBE	Airport Concession Disadvantaged Business Enterprise
AEP	Airport Emergency Plan
AIM	Airport Infrastructure Management
AOB	Airport Office Building
BIM	Building Information Modelling
BPS	Baseline Project Schedule
CBT	Computer Based Training
CDMP	Concessions Development Management Plan
CHRC	Criminal History Records Check
DA	Development Agreement
D&C	Design & Construction
DBC	Denver Building Code
DBJV	Design & Build Joint Venture
DDMP	Document & Data Management Plan
DEN	Denver International Airport

Abbreviation	Meaning
DIA	Denver International Airport
EBE	Emerging Business Enterprise
EDMS	Electronic Data and Management System
EMDPR	Emergency Management and Disaster Recovery Plan
FAA	Federal Aviation Authority
GCM	Global Communications & Marketing
GHP	Great Hall Partners
HSEMP	Health, Safety & Environmental Management Plan
HVAC	Heating, Ventilation and Air Conditioning
ISO	International Order for Standardisation
KPI	Key Performance Indicator
LIFE	Looking for an Incident Free Environment
MEP	Mechanical, Electrical and Plumbing
MOD	Module
M/WBE-ACDBE	Minority/Woman-Owned Business Enterprise – Airport Concession Disadvantaged Business Enterprise
O&M	Operations & Maintenance
P3	Public-Private Partnership
PDA	Predevelopment Agreement
PDF	Portable Document Format
PIO	Public Information Officer
PMO	Project Management Office
PMP	Project Management Plan
QMS	Quality Management System
RAG	Red, Amber, Green
RFI	Request for Information
RFP	Request for Proposals
RMP	Risk Management Plan
STA	Security Threat Assessment
TBA	To Be Announced
TBD	To Be Decided
TSA	Transportation Security Administration
TWG	Technical Working Groups
VP	Vice President
WBS	Work Breakdown Structure

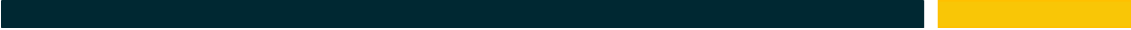


Table of Contents

- Glossary 2
- 1 Introduction to the Project Management Plan (PMP) 8**
 - 1.1 The Project..... 8
 - 1.2 Purpose of the Project Management Plan (PMP)..... 9
 - 1.3 Content of the PMP 9
 - 1.4 Project goals 12
 - 1.5 Updates to the Project Management Plan 12
- 2 Management and Staffing Plan 13**
 - 2.1 Introduction 13
 - 2.2 GHP D&C Organizational Chart..... 13
 - 2.3 GHP D&C Suppliers Organizational Chart 14
 - 2.4 Owner D&C Organizational Chart..... 16
 - 2.5 Integration 16
 - 2.6 Results-oriented Organization 17
- 3 Risk Management Plan 23**
 - 3.1 Risk Management Principles..... 24
 - 3.2 Risk, Opportunities, Issues Register..... 24
 - 3.3 Issue management and resolution 25
- 4 Change Management Plan 27**
- 5 Transition and Phasing Plan 35**
- 6 Project Controls Plan 36**
 - 6.1 Introduction 36
 - 6.2 Schedule Control..... 36
 - 6.3 Cost control..... 39
 - 6.4 Asset Capitalization..... 40
 - 6.5 Performance Measurement 40
 - 6.6 Reporting 41
- 7 Submittal Management Plan..... 42**
 - 7.1 Introduction 42

7.2	Submittal List	42
7.3	Submittal Management.....	42
7.4	Executive Design Review (EDR)	42
7.5	Submittal Process	42
7.6	Submittal Review Timeframe	43
8	Quality Management Plan	44
8.1	Introduction	44
8.2	Project Quality Control	44
8.3	Quality Management System	44
8.4	Audit Program.....	44
8.5	Quality Management Plans	45
8.6	Quality Reviews	45
9	Document and Data Management Plan (DDMP)	46
9.1	Introduction	46
9.2	Design and Construction Phase DDMP.....	46
9.3	Completion of the Contract.....	47
10	Communications and Coordination Plan between Owner and GHP	48
10.1	Introduction.....	48
10.2	Requests for information.....	49
11	Affected 3rd Party Plan	51
11.1	Introduction	51
11.2	3 rd party liaison	51
11.3	Timeline of engagement.....	51
11.4	Identification of affected 3 rd parties.....	52
11.5	Coordination with Building Liaison.....	52
11.6	3 rd party commitments register.....	53
12	Public Information and Communications Plan	54
12.1	Introduction	54
12.2	Communication Planning.....	54
12.3	Owner communicating with the general public	54
12.4	GHP communicating with the general public.....	54



12.5	Owner responding to communications from the general public	54
12.6	GHP responding to communications from the general public	55
12.7	Owner communicating with the media	55
12.8	GHP communicating with the media.....	55
12.9	Communication contact details.....	55
12.10	Information to assist project communications.....	55
12.11	Communications Plan Review	55
13	Health and Safety Plan.....	56
14	Environmental Management Plan	57
15	Emergency Management and Disaster Recovery Plan (EMDRP).....	58
16	Energy Management and Conservation Plan	59
17	Shutdown Plan	60
18	Traffic Management Plan.....	61
19	Pre-Commissioning Plan	62
20	Activation and Training Plan	63

Figures

Figure 1	D&C Organizational Chart.....	13
Figure 2	D&C Supplier Organizational Chart.....	15
Figure 3	Owner Organizational Chart	16
Figure 4	Collaborative approach to integration	17
Figure 5	Data gathering for monthly reporting cycle	19
Figure 6	Risk management approach	23
Figure 7	Issue management.....	26
Figure 8	Owner Change process map	28
Figure 9	Owner Change Directive process map.....	29
Figure 10	Developer Change Proposal process map	31
Figure 11	Relief Event Claims process map	32
Figure 12	Deviation process map	33
Figure 13	Baseline Schedule Updates Process Map	37

Figure 14 Updating the Project Schedule	37
Figure 15 Developer reporting of noncompliance process map	40
Figure 16 Process for Submittals requiring Owner review and comment	43
Figure 17 Design and Construction 3 rd Party liaison.....	51

Tables

Table 2-1 Key elements of Owner and GHP to be integrated to realize project goals.....	17
Table 2-2 Primary relationships for the Great Hall Project	17
Table 2-3 Proposed Monthly Project Meeting Rhythm.....	18
Table 2-4 Major interfaces.....	22
Table 3-1 Example of risks and how they are assigned/reported	25
Table 3-2 Issues resolution ladder	26
Table 10-1 Meeting invitees	48
Table 11-1 Affected 3 rd Parties	52

1 Introduction to the Project Management Plan (PMP)

1.1 The Project

The City and County of Denver, through and on behalf of its Department of Aviation (the “Owner” or “DEN”), and Denver Great Hall LLC (the “Developer” or “GHP”) will design, construct, finance, operate and maintain the redevelopment of specified areas within the Jeppesen Terminal and the development, operation and management of concessions, on the terms and conditions set forth in the Development Agreement (the “DA”) by and between the Owner and the Developer and other Contract Documents contemplated thereby. Capitalized terms used herein but otherwise not defined herein shall have the respective meanings ascribed thereto in the DA.

The Effective Date of the DA is the date upon which the Owner and the Developer have mutually executed and delivered the same. The Term of the DA commences on the Financial Close Date and ends on the 34th anniversary thereof.

The designated areas for design and construction in the Terminal include:

- Levels 5 and 6, which includes the airline ticket lobbies, passenger screening checkpoint, Concessions Space, baggage claim area, and all associated support and common use/public circulation spaces;
- Facade of Level 6;
- New curbside (including canopy), medians and drive lanes on Level 6 of the Terminal;
- Certain areas of the AOB Corridor;
- Level 4 - work related to the concessions goods screening area and circulation to move goods to Level 5 and works related to the modification of the vertical circulation from the AGTS Station to Level 5; and
- Level 3 – central monitoring facility and support work for Level 4 work.

The project scope is further detailed in section I.3 of the Technical Requirements.

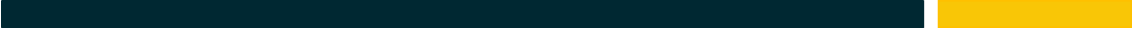
The construction program consists of a standalone phase for the AOB Corridor and four primary phases:

- Phase 1 – MOD 2 East and West – Levels 4, 5 & 6
- Phase 2 – MOD 3 East and West – Levels 5 & 6
- Phase 3 – MOD 1 East and West – Levels 5 & 6
- Phase 4 – MODS 1 & 3 – Level 5 – Level 6 Bridges

Further detail on the construction phases is provided in the Initial Transition and Phasing Plan Appendix 3-B.

The scope has also been split into Functional Areas representing areas of occupancy and use within the final build out limits. The Functional Areas are listed as items 1 through 19 below (items 20 and 21 listed below are not functional areas but are areas within which certain D&C work will be performed), and the requirements for each such area are set out in Parts I and II of the Technical Requirements:

1. Level 6 West Curbside;
2. Level 6 East Curbside;
3. Airline Space - West Module 3;
4. Airline Space - East Module 3;

- 
5. Airline Space - West Module 2;
 6. Airline Space - East Module 2;
 7. Security Screening Area West – Module 1;
 8. Security Screening Area East – Module 1;
 9. Expanded North Balcony – Vertical conveyance L6 to L5
 10. Level 6 South Bridge Expansion;
 11. AOB Corridor;
 12. Landside Plaza;
 13. Airside Plaza – Center Mod 2;
 14. Airside Plaza – Center Mod 1;
 15. AGTS Access - Vertical conveyance L5 to L4 Mod 1 & 2;
 16. AGTS Access – Escalators L5 to L4 center Mod 2;
 17. AGTS Area – Level 4;
 18. Goods and Materials Delivery and Screening Facility;
 19. Central Monitoring Facility;
 20. *Baggage Claim West – Level 5;* and*
 21. *Baggage Claim East – Level 5.**

* Not a Functional Area, but an area within which certain D&C work will be performed.

1.2 Purpose of the Project Management Plan (PMP)

The purpose of this PMP is to document the management approach, structure and processes used by the Developer to deliver the design and construction of the Great Hall Project and coordinate with the Owner in respect of the same.

The PMP provides the approach for key elements of the management process and is intended to provide a comprehensive baseline of means and methods by which the Developer will achieve the relevant requirements of the DA and the Technical Requirements.

1.3 Content of the PMP

This version of the PMP covers the Design and Construction (D&C) phase only. The management plan for further phases in relation to managing and operating the asset are detailed in the Operations and Maintenance (O&M) Plan and Concessions Development Management Plan (CDMP).

The PMP is made up of the following plans:



A suite of standalone plans also exists to support the project in achieving the Technical Requirements and standards expected of the project in accordance with the DA. These include:



A version of each plan has been appended to the DA in Appendix 3.

Further, between the Effective Date and the start of the construction work further standalone plans will be produced to support the management of the project, as specified below:



The content of the plans within this PMP may appear unfamiliar to persons who have not previously been involved in a public private partnership (P3) relationship (or may appear different than what such

persons are used to seeing the context of a design-build only transaction). The core drivers for the approach contemplated in this PMP for a P3 transaction are:

- **Risk allocation.** Significantly 'more' risk is typically given to the private partner than in a design-bid-build or a design-build contract. The principles of risk allocation, to have risk managed by the party most able to mitigate it, are still relevant however due to the revenue risk that the private partner takes on board they must be able to manage risks within their control to realize upside opportunity;
- **Duration.** The durations of P3s are significantly longer – the term of the DA extends approximately [30] years after Substantial Completion. That means that at pre-commercial close there is a focus on ensuring that the design, in response to the Contract Documents, will meet the program intent, revenue and cost models;
- **Funding and financing.** In P3s, the private sector can be asked to finance the project, secured by a future stream of committed funds provided by the public sector or users. In this Project GHP has procured the financing, which has been secured through the commitment of funds from the Owner and future revenues from concessions forecast by GHP;
- **Payment.** Payment also differs from traditional contracting. In this project GHP is paid progress payments by the Owner in respect of the Construction Work and upon achievement of Project Substantial Completion. The Owner will make annual supplemental payments to GHP minus deductions for poor performance assessed by a pre-agreed set of non-compliance points (see Appendix 9). The effect of this payment structure is that it incentivises GHP to complete the work and operate the asset as effectively as possible; and
- **Self-monitoring and self-reporting.** This is perhaps the most challenging concept that public and private teams may face. Although DEN always has a right to inspect, verify, control, or audit the Work at any time, with or without prior notice, GHP will report on the performance of the Work and compliance or noncompliance with the requirements of the contract documents. This right does have to be exercised carefully to ensure that risks are not taken back by DEN or that DEN does not cause unnecessary delay that could become a Compensation Event. Ensuring that those parties responsible and accountable for the work remain accountable throughout is key to realizing value for money from tax payers funds.

There is substantial literature regarding PPPs and for those who seek a greater understanding of the principles, the following publications and resources provide excellent overviews and guidance:

- Patrick Sabol and Robert Puentes (2014). Private Capital, Public Good: Drivers of Successful Infrastructure Public-Private Partnerships, Brookings Institute.
<https://www.brookings.edu/research/private-capital-public-good-drivers-of-successful-infrastructure-public-private-partnerships/>
- The European PPP Expertise Centre. EPEC PPP Guide.
<http://www.eib.org/epec/g2g/index.htm>
- The Federal Highways Administration Center for Innovative Finance Support.
<https://www.fhwa.dot.gov/ipd/>

1.4 Project goals

This PMP aims to enable the project team to manage the project to achieve its goals and satisfy the client, stakeholders and investors. The project goals are as follows:

1. Improve the safety and efficiency of the security screening process.
2. Enhance customer experience with regard to ticketing, baggage handling, security screening, and other activities that are part of both the land and air-sides of the terminal, including the use of technology to enhance way finding, scheduling, and the dissemination of other pertinent information.
3. Distinguish Denver International Airport (DEN) among top international airports:
 - a. Win the hearts of our customers
 - b. Attract new customers to DEN
 - c. Become America's Favourite Connecting Hub.
4. Optimize the Terminal facility:
 - a. For efficiency
 - b. For flexibility
 - c. To extend the useful life.
5. Leverage private sector expertise in:
 - a. Terminal planning and optimization
 - b. Financing
 - c. Operational expertise
 - d. Creation of a vibrant concession program.
6. Maintain competitive cost structure for our airline partners and the City's overall fiscal health.
7. Optimize the revenue potential of the Terminal.
8. Provide an expanded opportunity for participation within the local community.

As the project is a P3, success will be determined throughout the duration of the DA until 34 years after the Financial Close Date. The DA has a Noncompliance points table that will be used to determine compliance with the requirements thereof.

1.5 Updates to the Project Management Plan

This PMP will be updated in accordance with Section I.10.1 of the Technical Requirements every year and as the Developer or the Owner determines is necessary to comply with the requirements of the DA and Good Industry Practice. In addition to the annual update cycle, the Developer will update the PMP 30 calendar days prior to each project phase as set out in the Transition and Phasing Plan. Each plan can be updated independently of the other plans. Updates to the PMP shall be submitted to the Owner as both clean and redline versions to facilitate the Owner's review of the revised PMP.

2 Management and Staffing Plan

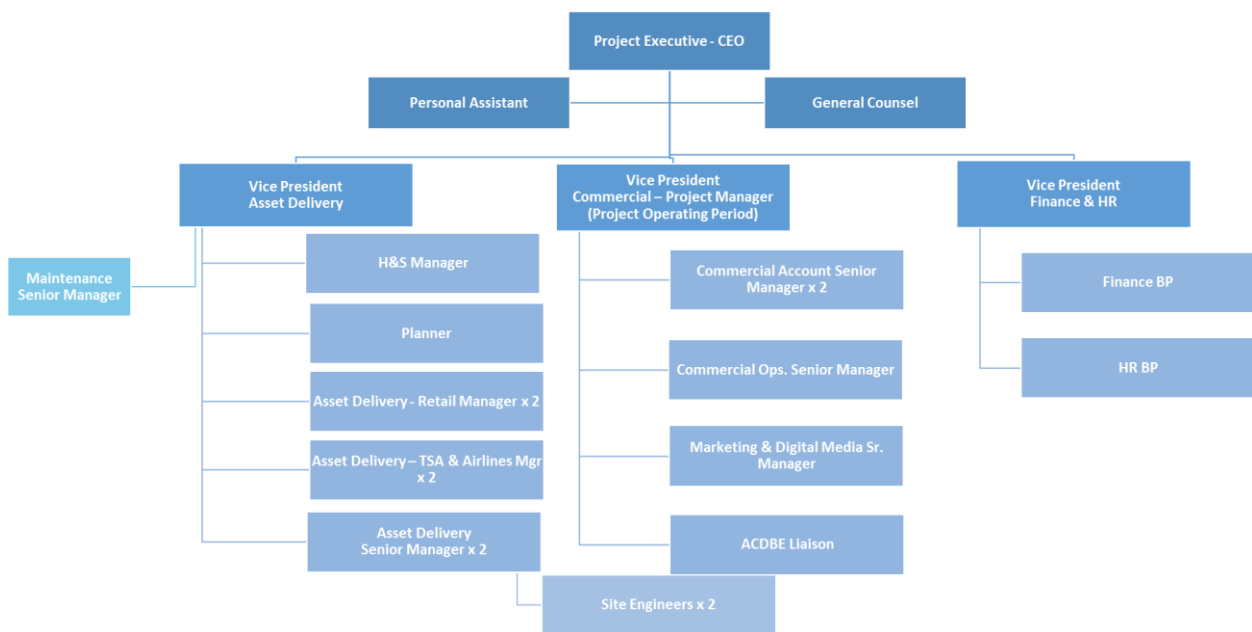
2.1 Introduction

This section describes the outline project governance structure, identifies the key roles, reporting lines and responsibilities during the Design and Construction (D&C) phase of the project and a suggested base project meeting rhythm.

2.2 GHP D&C Organizational Chart¹

The top tiers of the D&C governance structure is shown below.

Figure 1 D&C Organizational Chart



2.2.1 Roles and Responsibilities of Key Staff

Role	Phase	Responsibility
CEO – Project Executive	All	Leader of the GHP team; coordinates all work streams with ultimate responsibility for the final project delivery and performance; main interface with Owner. He/she hold decision-making authority for GHP and has the responsibility for all decisions contemplated by the DA.

¹ Organization shown under these charts might be subject to change in the future

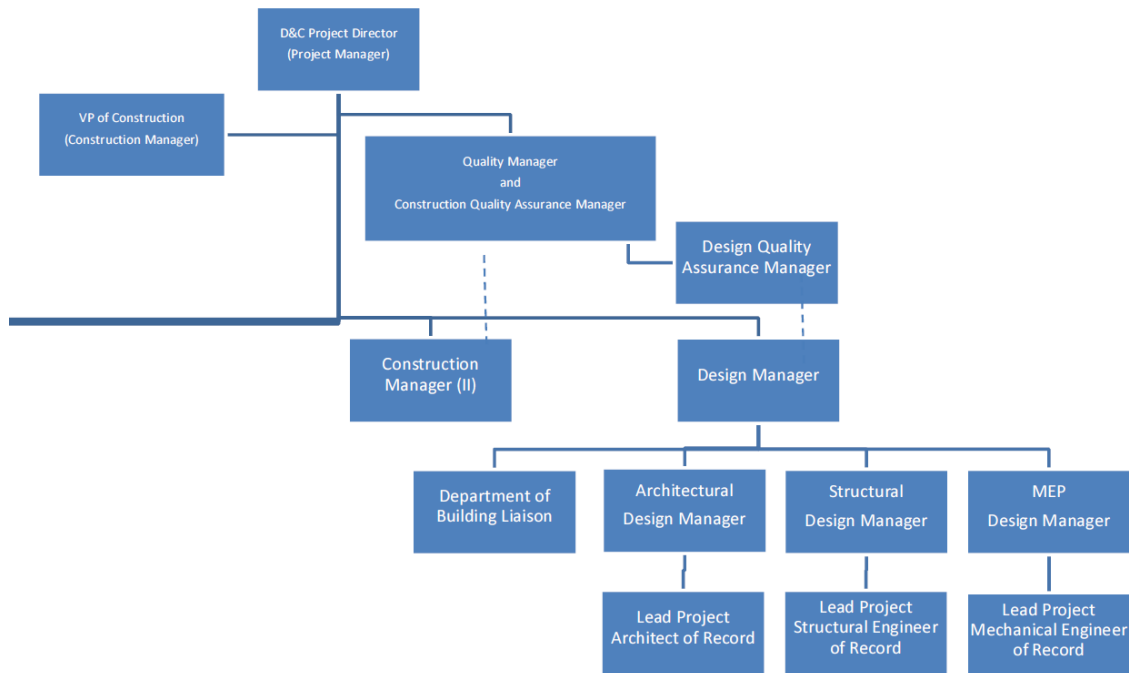
Asset Delivery Vice President	D&C	<p>Responsible for leading the delivery of the D&C while monitoring activities driven by the team members, the Design-build Joint Venture and future tenants; will guarantee the Great Hall project is delivered on time, within budget and at the right quality through the proper technical and economical control of the work performed. He/she will also liaise with GHP’s Maintenance Senior Manager to ensure the asset is built to an operable and maintainable standard.</p> <p>He/she will be delegated decision-making authority by the CEO. He/she will report to the GHP CEO fortnightly on their respective work areas.</p>
Commercial Vice President – Project Manager (Project Operating Period)	All	<p>Defines the commercial strategy; responsible for the delivery of commercial revenue while implementing initiatives to deliver incremental income by working closely with tenants to increase penetration and sales; delivers initiatives to improve the passenger experience. He/she will be delegated decision-making authority by the CEO. He/she will report to the GHP CEO fortnightly on their respective work areas.</p>
Finance & HR Vice President	All	<p>Manages cash flow, tax, budget and continuous improvement in the financial performance of the project. Also responsible for managing and developing the workforce and ensuring compliance with HR policies. He/she will be delegated decision-making authority by the CEO. He/she will report to the GHP CEO fortnightly on their respective work areas.</p>
Maintenance Senior Manager	D&C and O&M	<p>Responsible for leading the delivery of the O&M requirements. Will be the primary point of contact for O&M interfaces between GHP and DEN. Will work under the VP Asset Delivery during D&C to ensure that any changes made during this phase do not prejudice the ability to service and maintain it to the performance specifications and the O&M responsibilities outlined in the DA. He/she will be delegated decision-making authority by the CEO. He/she will report to the GHP CEO fortnightly on their respective work areas.</p>

GHP staff will be recruited at an appropriate time for the project. The number of staff will be increased as the number of activities are increased or when specific experience and support is required to assist in delivering the tasks identified on the project schedule.

2.3 GHP D&C Suppliers Organizational Chart

The organizational chart of GHP’s contractors carrying out the D&C work is shown in Figure 2 below.

Figure 2 D&C Supplier Organizational Chart



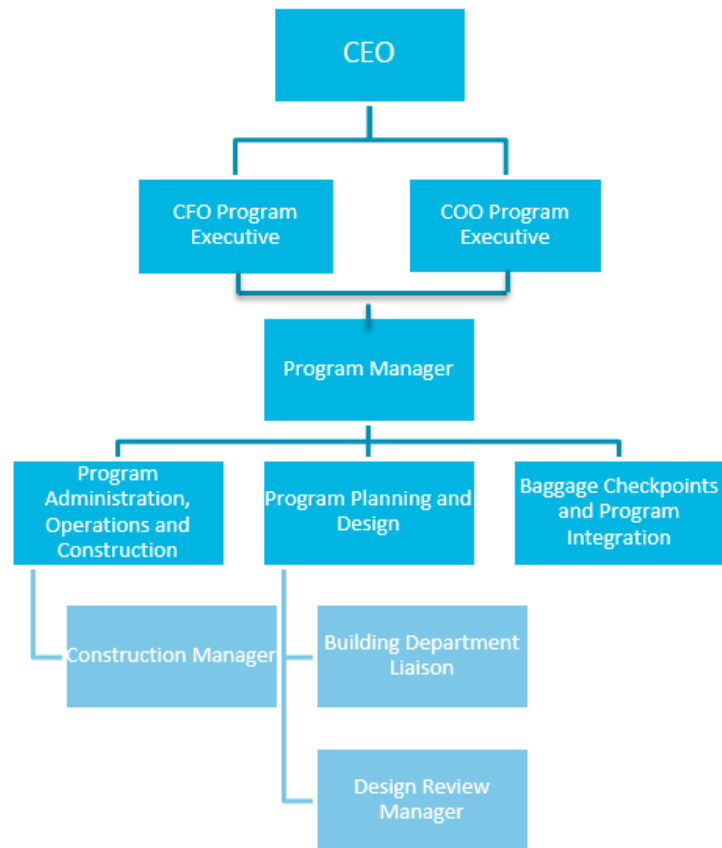
2.3.1 Roles and Responsibilities of Key D&C Staff

Role	Responsibility
D&C Project Director (D&C PD)	Oversees design, construction, subcontractors, project controls, scheduling and quality for D&C supplier
Vice president of Construction (VPC)	Oversees construction, quality control, health and safety and environmental and is responsible for the phasing and scheduling of the project
Construction Manager (CM)	Oversees all construction activities
Design Manager (DM)	Oversees design process for the project during the initial design phase
Construction Design Manager (CDM)	Coordinates with the design team and with construction on all surveying and design issues or oversees design process for the project during construction.
Procurement/Project Controls Manager (PPCM)	Oversees subcontracting process, procurement of materials for construction, document control, and project controls
D&C Safety and Environmental Manager (D&C SEM)	Oversees monitoring and controlling the safety program during design and construction Oversees environmental compliance overseen the Environmental Team during design and construction
D&C Quality Manager (D&C QM)	Oversees development, implementation, maintenance, and evaluation of the QMS for D&C supplier

2.4 Owner D&C Organizational Chart

The D&C governance structure for the Owner is shown in Figure 3 below.

Figure 3 Owner Organizational Chart



In the sections below we anticipate how the two organizations (Owner and GHP) will collaborate with one another to deliver the project.

2.5 Integration

The objective of this section is to detail our approach to realizing the Great Hall Project as part of an integrated project, within Denver International Airport. This is a holistic approach that considers all the physical systems and sub-systems such as those related to MEP as well as their interaction with the organizational elements such as management, staff and supplier organizations and the functional elements such as procurement planning and contract management. The aim is to ensure that the sum of the parts (D&C of the Great Hall and the existing airport) make a coherent whole once completed. At a detailed level the technical integration occurs during D&C, which the individuals listed in our D&C organizational chart (Figure 2) are responsible for. The Transition & Phasing Plan includes specific actions to ensure a smooth integration with the existing operations and the transition to the new delivered facilities.

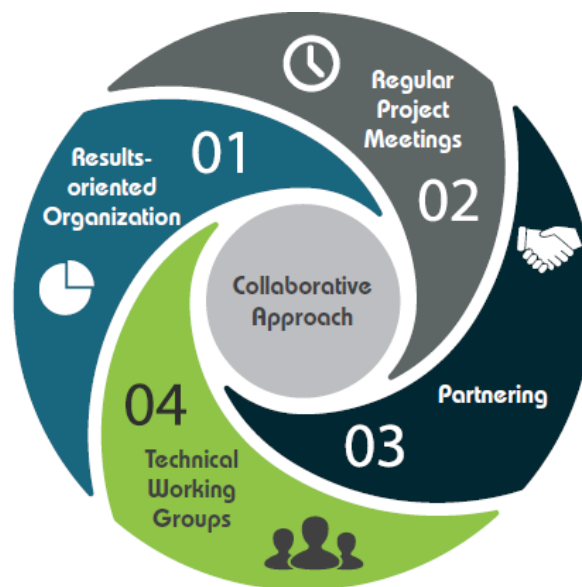
This section outlines how integration occurs at the Owner-GHP level and how we will collaborate throughout the project lifecycle to realize the project goals, per the table below:

Table 2-1 Key elements of Owner and GHP to be integrated to realize project goals

	Safe and efficient screening	Enhance customer experience	Top international airport	Optimize the Terminal Facility	Cost competitive for airline partners	Optimize revenue	Increase community participation
DEN	✓		✓	✓	✓		✓
Design and construction	✓	✓	✓	✓	✓		✓
Operations and maintenance	✓	✓	✓	✓	✓		✓
Concessions		✓	✓	✓	✓	✓	✓

The effective integration throughout the lifecycle of the project will require a collaborative approach, which we will roll over into the future D&C project phases once the pre-development phase contemplated by the PDA is concluded. This is illustrated in Figure 4 below.

Figure 4 Collaborative approach to integration



2.6 Results-oriented Organization

A results-oriented organization has clear accountability, defined roles, functions allocated and empowered people. Counterpart relationships are outlined at each level of the organization to progress the project in a mutually beneficial way and expedite decisions. The goal is to work through obstacles together and resolve them at the lowest possible level. For optimal results, the team has:

- Subject matter experts with decision-making authority; and
- A point person who can expedite queries, facilitate fluid communication and has an empowered team managing the project.

Table 2-2 Primary relationships for the Great Hall Project

Role	DEN	GHP
Organizational liaison	Program Manager	CEO
Design liaison	Program Planning and Design	Vice President Asset Delivery

Construction liaison	Program Administration, Operations and Construction	Vice President Asset Delivery
Operations and maintenance liaison	Program Administration, Operations and Construction	Maintenance Senior Manager
Finance, Payroll and Administration	Program Planning and Design	Vice President Finance and HR

2.6.1 Regular project meetings

Project meetings will be required to monitor project progress, ensure efficient allocation of resources and provide overall coordination with the Owner regarding input and operational needs. Each meeting will have a purpose and agenda and be documented to track issues, agreements and action items. In principle, meetings are for decision-making and issue resolution, which means that reporting and briefs are by exception.

An expected base level of project meetings that will be required to run the project from Notice to Proceed is outlined below. It should be read in conjunction with Chapter 10 which details how DEN and GHP will communicate with each other both formally and informally.

We will set up Technical Working Groups (TWGs) which will be chaired by GHP’s Vice Presidents and therefore have decision-making capability. The TWGs are multidisciplinary groups that comprise the appropriate attendance for their function. They will be made up of DEN and GHP personnel as appropriate.

The standard monthly project rhythm in Table 2-3 below will need to be supplemented by other meetings and working groups as the project requires. Where possible we will maintain the following rhythm of meetings, which naturally feed one another as described in the narrative below the table:

Table 2-3 Proposed Monthly Project Meeting Rhythm

Level	Week 1	Week 2	Week 3	Week 4
CEO			Program Manager and GHP CEO Monthly Management Meeting	
VP		DEN Program Planning and Design and GHP VP Asset Delivery bi-weekly coordination meeting		DEN Program Planning and Design and GHP VP Asset Delivery bi-weekly coordination meeting
VP		DEN Program Administration, Operations and Construction and GHP VP Asset Delivery bi-weekly coordination meeting		DEN Program Administration, Operations and Construction and GHP VP Asset Delivery bi-weekly coordination meeting
VP		DEN Program Manager and GHP VP Commercial bi-weekly coordination meeting		DEN Program Manager and GHP VP Commercial bi-weekly coordination meeting

Working	Technical Working Groups (TWG) -Design TWG -Construction TWG -Operations and Maintenance TWG	Technical Working Groups (TWG) -Design TWG -Construction TWG -Operations and Maintenance TWG	Technical Working Groups (TWG) -Design TWG -Construction TWG -Operations and Maintenance TWG	Technical Working Groups (TWG) -Design TWG -Construction TWG -Operations and Maintenance TWG
---------	---	---	---	---

CEO Monthly Management Meeting

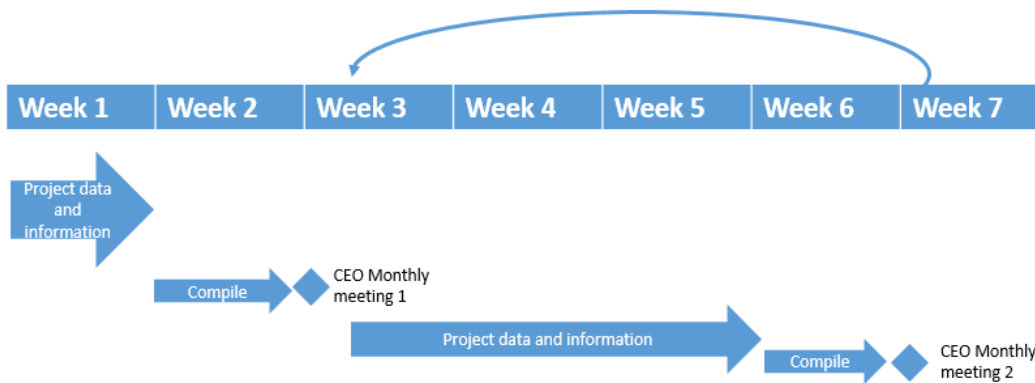
Objective: To ensure that the Owner and GHP are maintaining planned progress to complete the Great Hall Project on time, within budget and to specification. To ensure that the project maintains alignment with the project goals.

Inputs such as:

- D&C Monthly report (one report, end of week 2 for work in previous 4 weeks) by exception;
- Briefing papers produced by Technical Working Groups, Senior Managers and Managers;
- Preliminary Change Estimates (Owner or Developer);
- Change Directives;
- Relief Event Notices;
- Non Compliance Notices; and
- Minutes and updates from previous CEO Meeting.

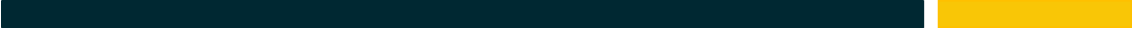
The data and information used to feed the D&C Monthly report will be produced on the following repeated cycle:

Figure 5 Data gathering for monthly reporting cycle



Outputs:

- Understanding of risks affecting the project, their mitigating actions and responsibilities for mitigation, including:
- Agreement on any actions to resolve any issues or relief events;
- Understanding of project progress via the D+C Monthly report and actions required for course corrections; and
- Approved or rejected changes.



Indicative time horizon for meeting: This meeting aims to look forward to at least 0-3 months ahead of current project status. The 'indicative time horizon' in this and the meetings below aim to show how far forward the meetings are focused on. There will be elements of all meetings that look beyond the time horizon stated.

Vice President bi-weekly coordination meetings

Objective: To ensure that DEN and GHP and supporting entities are coordinated to complete the Great Hall Project on time, within budget and to specification.

Inputs such as:

- D&C monthly report by exception;
- Briefing papers produced by Technical Working Groups, Senior Managers and Managers;
- Preliminary Change Estimates (Owner or Developer);
- Change Directives;
- Relief Event Notices;
- Noncompliance notices; and
- Minutes and updates from previous meetings.

Outputs:

- Review of risks, issues and actions registers;
- Review of Executive Design Review and Project submittals;
- Review of Project schedule;
- Review of Transition and Phasing;
- Review of Quality Management;
- Review of Cost Control;
- Review of Communications;
- Review of other information pertinent within the D&C monthly report; and
- Meeting minutes.

Indicative time horizon for meeting: 0-2 months.

Technical Working Groups

Objectives: Technical working groups will each have an objective defined by the group in a one page terms of reference. This one pager records the Chair person, the standing attendance and the interfaces with other technical working groups and meetings. These groups are where project details, especially at the interfaces (see 2.6.4), get discussed, agreed and recorded.

Technical working groups for each key technical discipline will provide face-to-face coordination of GHP's work internally and externally with the Owner and third parties. Group members include the Owner and GHP professionals from the design, construction, operations and maintenance, concessions management, quality, safety and management teams. The groups will work together to realize the various phase of the project and meet regularly to encourage active participation, exchange ideas with stakeholders, anticipate and resolve issues, and focus on details to ensure compliance with contract requirements. They will integrate solutions across all disciplines. Their collaboration and efficient decision-making will be essential to delivering the project requirements and maintaining the project schedule.

Inputs:

- Agreed Agenda;
- Previous minutes and actions; and
- Design/construction drawings or other material for discussion (as relevant).

Outputs:

- Briefing papers;
- Updates to issues and actions registers;
- Meeting minutes; and
- Updates to risk registers.

Indicative time horizon for meetings: 0-1 months.

2.6.2 Executive Design Review meetings

As outlined in I.8.3.2 of the Technical Requirements, Executive Design Review meetings will be held to provide the Owner's leadership team the opportunity in a timely manner to provide input and make decisions on key areas of the project. The Owner leadership team includes the following as appropriate for the matter being discussed:

- CEO, Sponsor;
- COO, Program Executive;
- CFO, Program Executive;
- EVP Chief of Staff;
- EVP, DEN Real Estate;
- EVP, Commercial;
- DEN Program Manager; and
- DEN Project Team members.

Outputs:

- Inputs on which part of the concept are acceptable and which parts need to change;
- Approval or rejection of the package subject to review; and
- Change Directive (if needed).

Indicative time horizon for meetings: Up to one month prior to the deadline for the Design Development Package submission date.

2.6.3 Partnering

Our proactive approach to partnering includes the Owner and key stakeholders, and will be critical to advancing project development and the project's overall success. It represents our continued dedication and commitment to resolving issues at the earliest opportunity to each party's satisfaction. Informal partnering will occur daily and will be supplemented by a formal, facilitated kick-off session and regular follow-up sessions.

For each element in Figure 1 we will jointly establish the decision-making levels of authority and the necessary issue-escalation processes as identified in section 3.3 of this PMP. The content of the cross-functional partnering sessions will be focused on co-creating solutions and/or opportunities for improving the project (cost, schedule, quality). Our objective is to foster a trustworthy and cohesive

relationship between all project participants based on a project-first attitude, trust and transparent communication —minimizing unexpected outcomes.

2.6.4 Management of interfaces

There are many physical, organizational and contractual interfaces on this project. The table below outlines interfaces so far identified and whom will be accountable and responsible for their management.

Table 2-4 Major interfaces

Interface	Description	Accountable	Responsible
DEN-GHP Organization	How DEN and GHP work together to progress the Great Hall Project.	DEN, CEO GHP, CEO	-
Design-O&M	How the D&C and the O&M supplier work together during design to meet project goals.	GHP, Vice President Asset Delivery	GHP, Maintenance Senior Manager
Construction-O&M	How the D&C and the O&M supplier work together during construction to meet project goals.	GHP, Vice President Asset Delivery	GHP, Maintenance Senior Manager
Design-concession management	How the design meets the requirements of the future tenants.	GHP, Vice President Asset Delivery	GHP, Vice President Commercial
Construction-concession management	How the construction meets the requirements of the future tenants (predominantly constructability).	GHP, Vice President Asset Delivery	GHP, Vice President Commercial
Design-Airport Infrastructure Management	How the Great Hall Project systems (MEP, HVAC etc.) interface with existing airport systems (physical and contractual).	GHP, Vice President Asset Delivery	DEN Baggage, Checkpoints and Program Integration DEN Program Administration, Operations and Construction GHP, Maintenance Senior Manager

Vice Presidents will document the details of each interface identified and ensure that technical working groups are addressing those interfaces during the development of the design and realization of construction. Key interfaces will be reported in the monthly D&C Progress Report.

3 Risk Management Plan

This plan describes the approach to identification, management, mitigation, and allocation of project specific risks. A fundamental pillar of our approach to this project is close coordination with the Owner. GHP’s experience of operating airports makes us keenly aware of changes in aviation and commercial operations that may impact potential risks.

The Risk Management Plan (RMP) is a formal, systematic approach to identifying, assessing, evaluating, documenting and managing risks that could jeopardize the success of the Project, such as those outlined in the matrix in Figure 6 below.

The Risk Management Plan's objectives are to:

- Systematize the process by which we respond to circumstances that could significantly delay or halt the project by minimizing differences between project plans and objectives, determining risks and costs of proposed project changes and identifying project alternatives that satisfy the Owner’s goals;
- Increase transparency regarding challenges to project plans and objectives by preparing internal and external information that is reliable, timely and relevant;
- Capture project opportunities and aid the identification, and ability to take advantage of positive events quickly and efficiently; and
- Satisfy legal and regulatory requirements and meet the needs and expectations of other stakeholders by supporting efforts to ensure compliance with legal and regulatory requirements, identifying risks of non-compliance and identifying and managing challenges of importance to stakeholders.

Our approach can be summarized as follows:

Figure 6 Risk management approach



Our risk management process will:

- Identify key risks, in a timely manner;
- Analyze how the risk affects strategic business objectives (schedule, budget, quality, operations and maintenance) and determine probability of occurrence;
- Implement mitigation actions based on risk assessment;

- Monitor to evaluate the effectiveness of mitigation measures; and
- Control overall impact of potential risks by identifying trends and making systemic corrections.

3.1 Risk Management Principles

The following principles define the approach to risk management:

1. GHP will manage the risks allocated to GHP in the DA;
2. The Owner will manage the risks allocated to the Owner in the DA; and
3. GHP/Owner will collaborate on joint impact risk/issues to mitigate the risk or manage/fix an issue. Joint impact risks will have one owner but may impact both GHP and Owner and require mitigating actions by both parties to be effectively mitigated.

3.2 Risk, Opportunities, Issues Register

GHP will internally manage and track their project risk, opportunities and issues using a register. Our risk, opportunity and issues register template is shown in Appendix B.

The current template assesses risk, pre and post mitigation, against:

- Likelihood;
- Project costs (low/medium/high);
- Schedule;
- Product/Process Quality/Life cycle;
- Service Delivery;
- Safety, health or welfare;
- Environment/Sustainability;
- Reputation/Employee Engagement; and
- Security/Legal.

A red, amber, green (RAG) score is generated for each risk pre and post mitigation. All closed risks and issues will be registered. Risk owners will be identified.

3.2.1 Review and Reporting

During the project, risks, issues and opportunities will be identified by various parties (e.g. the Owner, third parties, GHP, AIM). These will be formally raised and recorded either during the weekly Technical Working Groups, or in the bi-weekly Vice President level meetings.

GHP's internal register (Appendix B) will be reviewed and updated monthly. At the start of the week in which GHP's monthly progress report is due to the Owner and GHP's Vice President - Asset Delivery will meet internally with appropriate members of the team (e.g. D&C Supplier, Senior Maintenance Manager) and update the register.

Following this meeting, GHP will create risk, issue and opportunity dashboards for the monthly progress report (see Appendix B) issued to the Owner. The dashboards will describe the key risks/issues/opportunities, communicate current status, progress/deadlines on mitigation actions and likely outcomes.

The monthly progress report will report only on joint impact risks. These are risks where GHP and the Owner have to collaborate to mitigate the risk or to manage/fix an issue. An example of this principle is shown in Table 3-1 below.

At the start of the D&C phase a joint risk workshop will be held between GHP and the Owner to agree a list of joint impact risks and opportunities. A risk matrix will be prepared by the Developer and with the input of the Owner in advance of each construction phase. These risks will continue to be monitored and updated if necessary at every monthly progress meeting.

Table 3-1 Example of risks and how they are assigned/reported

Example Risk	Risk Owner	Reported	Updated
Increased costs/ schedule delays occur due to shortage of material supplies	GHP Risk	GHP Internal Register	Monthly
Construction within an operational space may negatively impact Vendor experience leading to a lower level of services	Owner Risk	Owner Internal Register	Monthly
Construction work damages the roof	Join Impact Risk – One owner identified	GHP and DEN’s Internal Registers GHP’s Progress Report	Monthly

3.3 Issue management and resolution

When risks are realized they become issues. The process described below aims to reach issue resolution between GHP and Owner quickly once the D&C phase starts. This is needed to prevent potentially costly delays in decision-making and provide for the sharing of accurate information and analysis of issues and options for decisions. Importantly, issues are not, at least initially, considered contractual changes.

As per risks, issues will be identified by various parties (e.g. Owner, third parties, GHP, AIM). These will be formally raised and recorded either during the weekly Technical Working Groups, or in the bi-weekly Vice President level meetings.

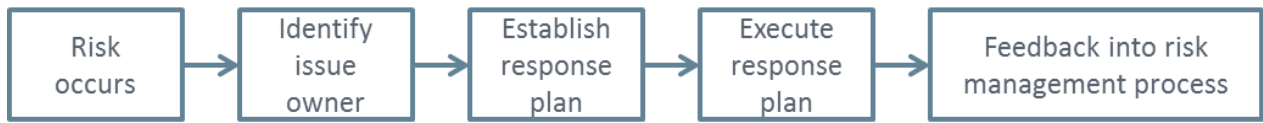
All active issues will be tracked in the issue register. The register will note the following:

- Issue ID;
- Issue Origin;
- Risk ID;
- Description;
- Cause;
- Impact;
- Raised by;
- Planned action;
- Action owner;
- Action Status;
- Target Date, Revised Date, Closed Date;
- Issue RAG;
- Comments; and
- Impacts critical path and cost.

The process is the same even if the issue was not previously identified as a risk. However, in this case, the risk register should also be updated with any associated risks now apparent because of a new issue being realized.

Once the issue has been identified it will be managed to resolution per the outline process below. In principle, issues will be resolved at the lowest level possible as enabled by our delegation of authority.

Figure 7 Issue management



Through the issues resolution process there may become contractual changes. This will then follow the change management process outlined in Chapter 4. Where issues cannot reach resolution at the lowest level, our Owner-GHP issues resolutions ladder will be used:

Table 3-2 Issues resolution ladder

#	Owner	GHP
1	Program Planning, Design (for design issues) Program Administration, Operations and Construction (for construction issues or operational issues)	Manager
2	Program Manager	Vice President
3	CEO	CEO

3.3.1 Closing out risks and issues

All closed risks and issues will be recorded. A risk will be removed from the register once it has occurred and become an issue or if it did not occur and is no longer a risk and will be moved to the closed risk tracker. An issue will be removed from the issues register once it has been resolved and will be moved to the closed issues tracker.

4 Change Management Plan

GHP and the Owner will need to effectively and efficiently manage changes throughout the project lifecycle. This section describes how changes will be managed including the procedures to identify changes and obtain authorization to approve the changes. Change management is how decisions around trade-offs between cost, scope and schedule are made. There are five ways in which a change could be initiated:

- Owner Change – Change initiated by DEN;
- Change Directive – Change directed by DEN;
- Developer Change Proposal – Change initiated by GHP;
- Relief Event – a Compensation Event (including any Owner Change) or a Delay Event, as applicable; and
- Deviations – Distinct from a Developer Change Proposal, a Deviation is submitted by GHP when it wants to gain approval to deviate from, or be noncompliant with the requirements of the Technical Requirements in work performed.

Executed Change Orders or Change Directives may result in updates to all or any of the following:

- Baseline scope;
- Baseline Project Schedule; and
- Contract Price (baseline cost).

Consolidated change information will be presented in the D&C monthly report, including:

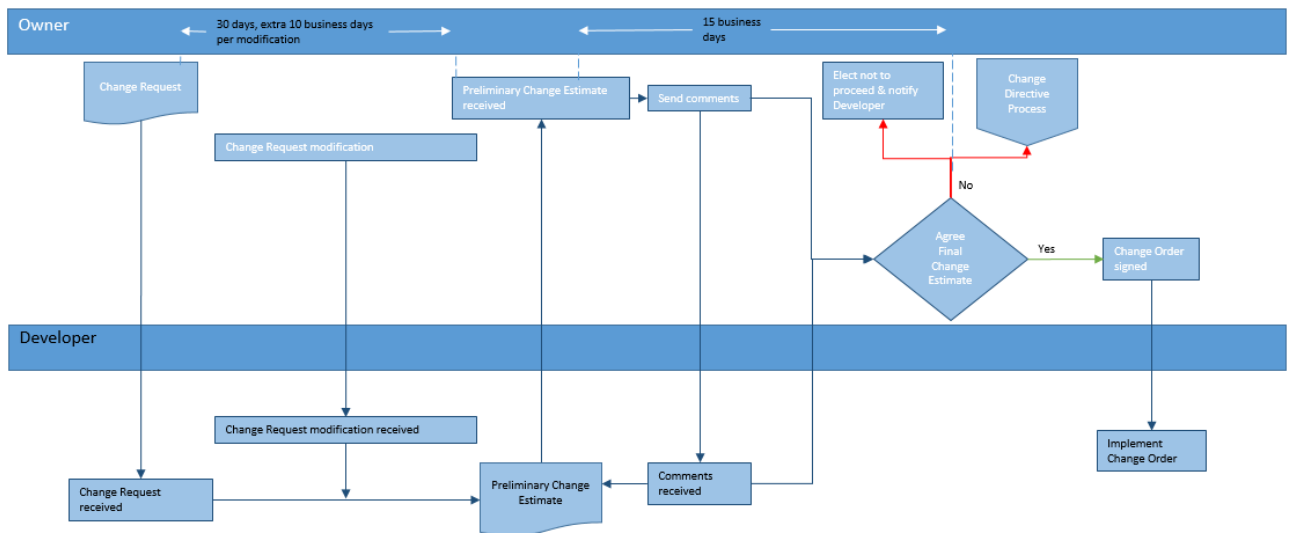
- Change log summary and tracking of financial impact on D&C cost of GHP's Change Proposals, Change Requests and Change Orders; and
- Total Change Orders value by Owner.

Practically, the Owner and GHP will need to discuss change proposals or deviations on a regular basis openly and prior to time being expended by either party on generating paperwork and estimates. This will be done through the most appropriate Technical Working Groups or the bi-weekly and monthly meetings outlined in Section 2.6.1. The aim is to establish the most appropriate means of moving the project forward that is most acceptable to both parties. The detail in the following sections interprets the requirements of the DA in a series of process flow charts and narratives.

4.1.1 Owner Change process

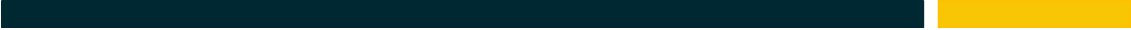
Article 12 and Appendix 12 of the DA define the process to initiate and approve an Owner Change, as summarized below.

Figure 8 Owner Change process map



Note: Any lines crossing lanes imply communication through Electronic Data Management System eg ACONEX. System is assumed to be instantaneous

1. **Change Request.** The Owner sends a Change Request to GHP through Aconex.
2. **Preliminary Change Estimate.** On receipt of a Change Request and within 30 days, with an added 10 business days per modification received, GHP prepares and submits a Preliminary Change Estimate, including:
 - i. Description of the proposed change;
 - ii. Comparison of the scope of work as a result of the change including detailed description of the impacts on the D&C work, the O&M services and the Concessions Program;
 - iii. Proposed project schedule (if amended) and a detailed description of any adjustments to the baseline project schedule including any Completion Deadline adjustments;
 - iv. If compensation I Impact on the project finances, e.g. Project Debt draw down schedule or Committed Equity Investment draw down schedule;
 - v. Cost estimate;
 - vi. Estimate of any cost savings;
 - vii. Estimate of increases or decreases to Concessions revenue and/or Non-Concessions Revenue;
 - viii. Effect on GHP’s ability to perform its contract obligations;
 - ix. Additional consents or approvals required;
 - x. Implementation plan;
 - xi. Proposed revised financial model; and
 - xii. Consequential amendments required to the Contract Documents.
3. **Owner decision.** On receipt of the Preliminary Change Estimate, the Owner has 15 business days to request clarifications and amendments to the Preliminary Change Estimate and agree a Final Change Estimate. Up to and including the 15th day the Owner could:
 - i. Modify the Change Request, in which case GHP has 10 business days to incorporate the consequences of the modification into a revised Preliminary Change Estimate;

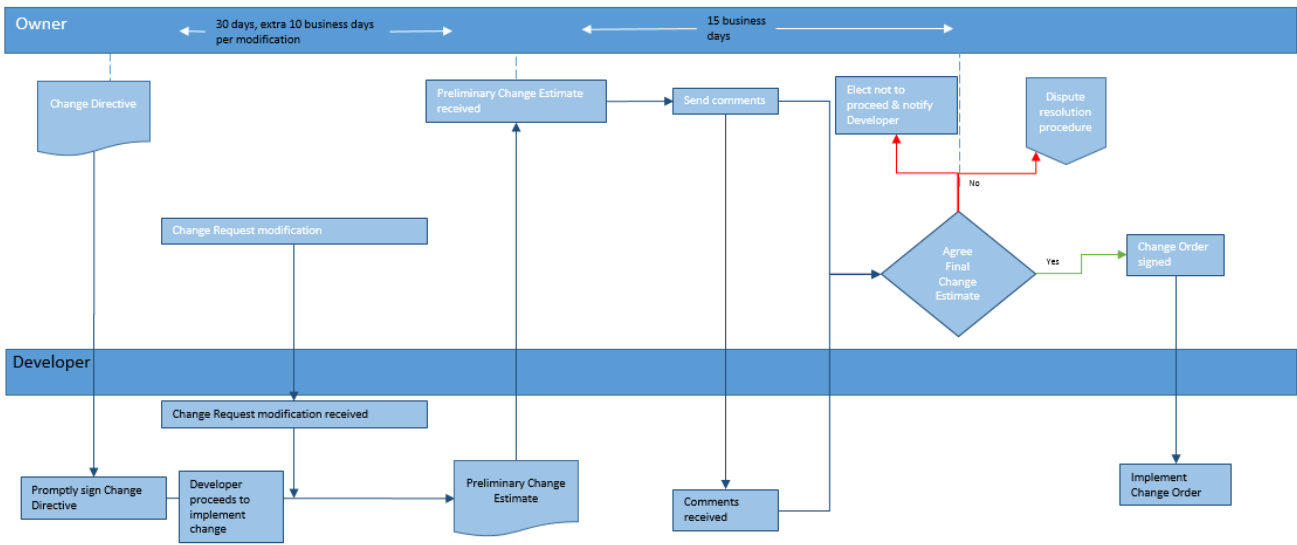


- ii. Decide not to go ahead with the change; or
- 4. Mutually agree a Final Change Estimate with GHP, at which point the baseline cost can be updated and the change progressed by GHP. GHP shall not proceed with an Owner Change prior to receiving a signed Change Order from the Owner.
- 5. If the parties fail to reach an agreement on the Final Change Estimate, DEN can elect not to proceed or instead to issue a Change Directive.

4.1.2 Owner Change Directive process

Article 12 and Appendix 12 of the DA defines the process to initiate a DEN Change Directive, as summarized below.

Figure 9 Owner Change Directive process map



Note: Any lines crossing lanes imply communication through Electronic Data Management System eg ACONEX. System is assumed to be instantaneous

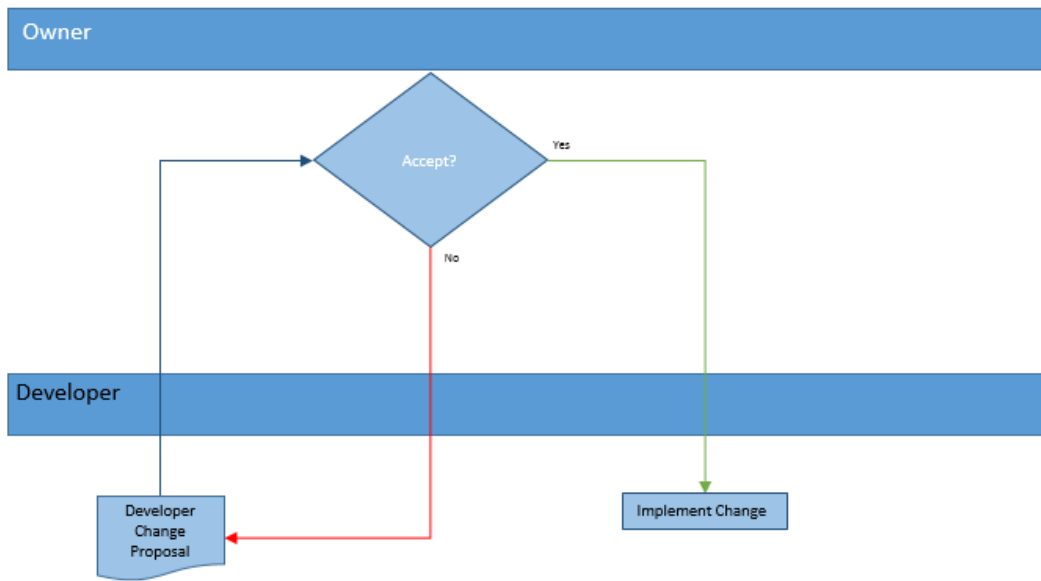
1. **Change Directive.** The Owner sends a Change Directive to GHP through Aconex.
2. **Initiating the work.** GHP proceeds to initiate the work as soon as the Directive is received by instructing the relevant suppliers.
3. **Cost control of Change Directives.** In the event that the Owner issues a Change Directive then progress payments for that change will be made by the Owner to GHP. GHP will maintain records of costs required to implement the Change Directive in parallel with developing the Preliminary Change Estimate. These daily records are required to include each element of cost with substantiating records and documentation, including time cards, purchase orders, invoices and other customary industry documentation. Daily records will be consolidated at the end of each week and sent to the Owner. The monthly report will contain progress of each Change Directive. Once a Change Order is approved the baseline cost is updated.
4. **Preliminary Change Estimate.** On receipt of a Change Directive and within 30 days, GHP prepares and submits a Preliminary Change Estimate, including:
 - i. Description of the proposed change;
 - ii. Comparison of the scope of work as a result of the change including detailed description of the impacts on the D&C work, the O&M services and the Concessions Program;

- iii. Proposed project schedule (if amended) and a detailed description of any adjustments to the baseline project schedule including any Completion Deadline adjustments;
 - iv. Impact on the project finances e.g. Project Debt draw down schedule or Committed Equity Investment draw down schedule;
 - v. Cost estimate;
 - vi. Estimate of any cost savings;
 - vii. Estimate of increases or decreases to Concessions revenue and/or Non-Concessions Revenue;
 - viii. Effect on GHP's ability to perform its contract obligations;
 - ix. Additional consents or approvals required;
 - x. Implementation plan;
 - xi. Proposed revised financial model; and
 - xii. Consequential amendments required to the Contract Documents.
5. **Owner decision.** On receipt of the Preliminary Change Estimate, the Owner has 15 days to request clarifications and amendments to the Preliminary Change Estimate and agree a Final Change Estimate. Up to and including the 15th day the Owner could:
- i. Modify the Change Request, in which case GHP has 10 days to incorporate the consequences of the modification into a revised Preliminary Change Estimate;
 - ii. Decide not to go ahead with the change; or
 - iii. Mutually agree a Final Change Estimate with GHP, at which point the baseline cost can be updated and the change progressed by GHP. GHP shall not proceed with an Owner Change prior to receiving a signed Change Order from the Owner.
6. If the parties fail to reach an agreement on the Final Change Estimate, the Owner can elect not to proceed or the matter can be referred to the Dispute Resolution Procedure.

4.1.3 Developer Change Proposal Process

Article 12 of the DA defines the process to initiate and accept a Developer Change Proposal, as summarized below.

Figure 10 Developer Change Proposal process map



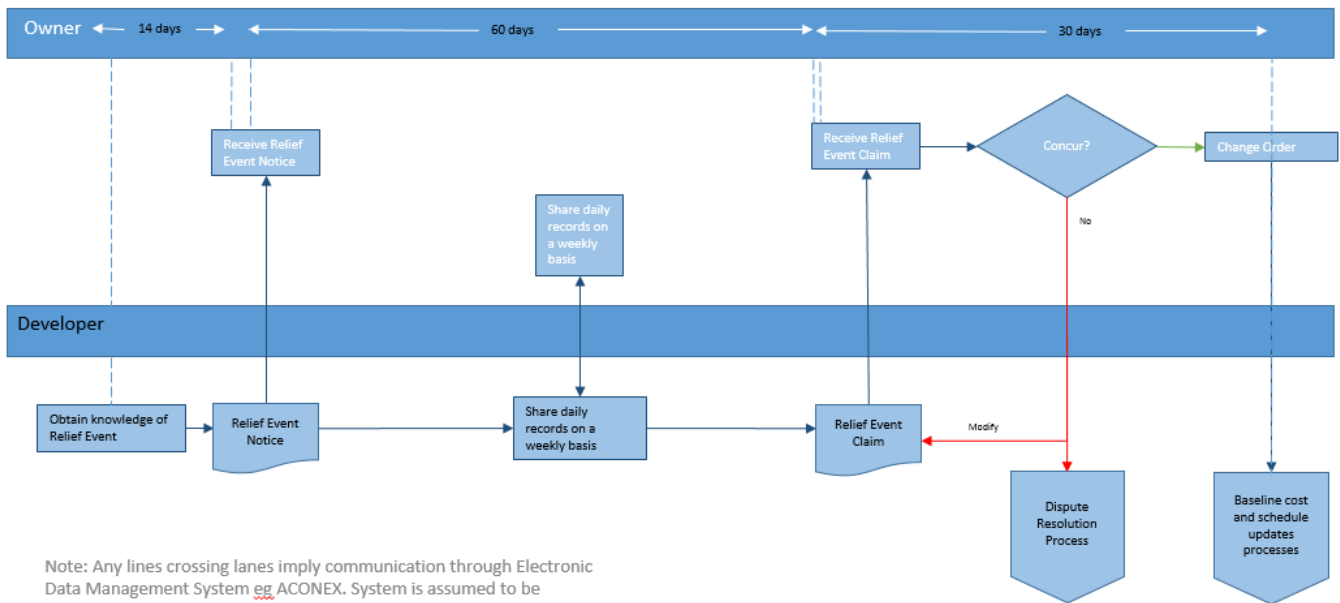
Note: Any lines crossing lanes imply communication through Electronic Data Management System eg ACONEX. System is assumed to be instantaneous

1. **Developer Change Proposal.** GHP sends a Developer Change proposal to Owner through Aconex. The proposal shall include detail including:
 - i. Description of the proposed change;
 - ii. Detailed estimate of net cost impact (positive or negative); and
 - iii. Schedule impact (if amended) of the requested change.
2. **Owner decision.** On receipt of the Developer Change Proposal Owner may accept or reject the proposal.
 - i. The DA does not prescribe a time limit for this decision to occur however it is anticipated that through regular project meetings that a decision will be made expeditiously.
 - ii. It is also the aim of this chapter to ensure that proposals such as this will not be made unless there is a high likelihood of acceptance.
 - iii. The process assumes that a Change Order is signed by Owner.
3. **Baseline updates.** Should the schedule or cost baselines require updating then that process is triggered from the issuance of the Change Order.
4. **Cost savings.** GHP will estimate these as part of the Change Proposal and then track savings against the change as it is initiated. On conclusion of the Change GHP will submit a final statement of cost saving to the Owner.

4.1.4 Relief Event Claims process

Relief Events can either be Compensation Events (including Owner Changes) or Delay Events and are described in Article 11 of the DA. The process for claims in respect of the same is interpreted below.

Figure 11 Relief Event Claims process map



1. **Relief Event Notice.** GHP sends notice that it determines that a Relief Event has occurred through Aconex. The notice will be discussed at the relevant working meeting and will be recorded in the monthly progress update for discussion at the executive level if required. The notice will include:
 - i. A description of the Relief Event and its cause;
 - ii. The date on which the Relief Event began and its estimated duration;
 - iii. An estimate of the anticipated adverse and beneficial effects of the Relief Event (predominantly scope, cost and schedule) and the basis for such estimate;
 - iv. A description of measures that will be taken by GHP to mitigate the impact of the Relief Event on the project schedule; and
 - v. The nature and scope of GHP’s potential entitlement to additional monetary compensation, time extension and any other relief.

2. **Record keeping and progress reporting.** Both GHP and the Owner will keep and share records of the impact of the relief event. Updates regarding the event shall be included in the monthly report and will be discussed in the most appropriate working meetings.

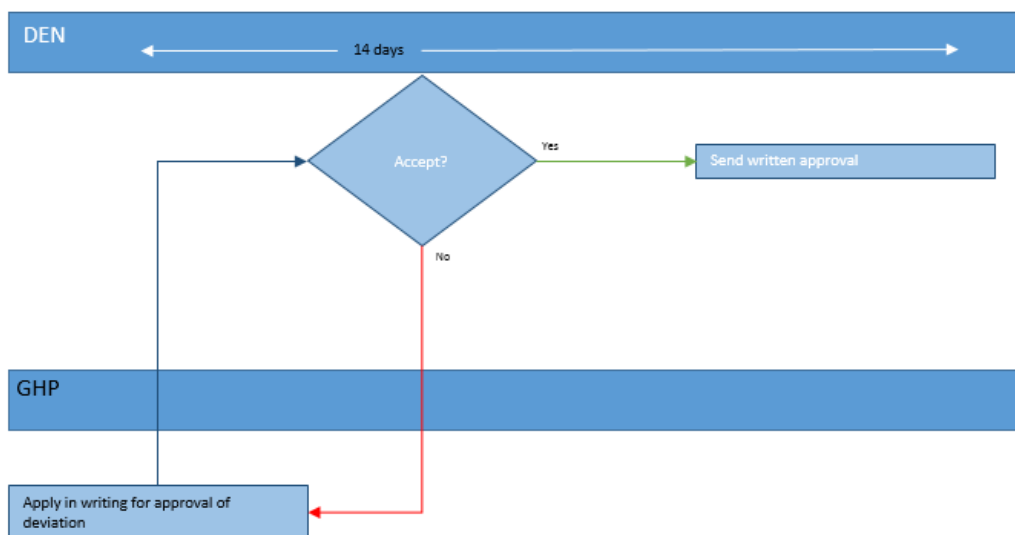
3. **Relief Event Claim.** Within 60 days of the notice GHP will submit a claim. This claim shall include:
 - i. Full details of the Relief Event, including its nature, the date of its occurrence, its duration, and the portions of the Work affected. Impacts to the O&M Services, if any, shall be stated by Fiscal Year;
 - ii. Identification of all pertinent documents and the substance of any oral communications, if any, relating to the Relief Event and the name of the person or persons making such material oral communications;
 - iii. A statement that demonstrates how the claim is allowable under the DA;
 - iv. Analysis of the time and/or cost impacts of the event, depending on whether schedule relief or compensation is sought;

- v. Where relief is sought, analysis of potential accrual of Noncompliance Point(s), Noncompliance Instances, assessment of monetary deductions under Appendix 10 or other liquidated damages and the specific relief sought;
 - vi. An explanation of the measures that GHP has taken to mitigate, the costs, delay and other consequences of the event; and
 - vii. The type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance.
4. **Owner decision.** On receipt of the Relief Event Claim, the Owner has 30 days to make a determination. The DA specifies that a ‘written confirmation’ executed by both parties will record the agreement of the parties as to the specific compensation, time extension and/or other relief to be given. On receipt of this GHP will make baseline cost and schedule updates if required. Any Change Order as a result of a Relief Event constituting an Owner Change will include details on how the change will be paid for if the impact of the event is on cost.

4.1.5 Deviation process

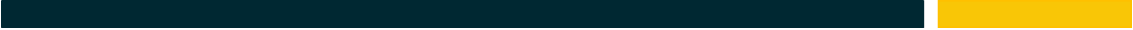
Article 12 of the DA defines the process to initiate and accept a Deviation, this is interpreted below.

Figure 12 Deviation process map



Note: Any lines crossing lanes imply communication through Electronic Data Management System [eg](#) ACONEX. System is assumed to be instantaneous

5. **Deviation proposal.** GHP sends a proposal to deviate from the contract documents to the Owner through Aconex. The proposal shall include detail including:
- i. Description of the deviation;
 - ii. Alignment of deviation with Good Industry Practice;
 - iii. Achievement of applicable Safety Standards
 - iv. Level of achievement of applicable design or construction criteria; and
 - v. Estimation of cost savings or value diminution due to the Owner.
6. **Owner decision.** On receipt of the Deviation proposal the Owner may accept or reject it within 14 days.

- 
7. **Baseline updates.** Should the schedule or cost baselines require updating then that process is triggered from the issuance of the written approval.
 8. **Cost savings and value diminution.** As provided in the DA, the Owner may be entitled to cost savings or value diminution from design and construction services. GHP will estimate these as part of the Deviation proposal. On conclusion of work in respect of the Deviation, GHP will submit a final statement of cost saving or value diminution to the Owner.

4.1.6 Submission of Change Requests

Forms, mutually agreed by both the Owner and GHP will be used to standardise the change management process. The following forms will be required:

- Owner Change Request Form
- Developer Change Request Form
- Owner Change Directive Form
- Preliminary Change Estimate
- Final Change Estimate
- Change Order
- Developer Deviation Form
- Relief Event Notice
- Relief Event Claim Form

Preliminary forms for some of the above have been attached to the DA however it is anticipated that the format and content of these forms will be reviewed on a regular basis to make sure that they are fit for purpose. Any changes to the format of the forms should be mutually agreed and confirmed in writing.

Each form submitted will be uploaded to the Aconex document management system. Upload to this system will trigger the start of the time period for response.

4.1.7 Review, Logging and Tracking of Change

GHP will be keeping a change log will to record and track change requests, relief notices and deviations. This will be included in the monthly D&C report in a mutually agreed format. The change log will summarise the financial impact on D&C cost of change orders.

All change requests or preliminary change estimates shall be formatted using the approved Work Breakdown Structure, costs shall be broken down by Functional Area and within each Functional Area by building components and/or building systems. Any applicable change request will also address any anticipated impact that the proposed change would have on MWBE participation.



5 Transition and Phasing Plan

The Initial Transition and Phasing Plan is a standalone document and located in Appendix 3-B of the DA.

6 Project Controls Plan

6.1 Introduction

This section outlines GHP's plan to control the Design and Construction phase of the project. It includes detail on how schedule, cost, asset capitalization, performance measurement and reporting will be monitored and controlled.

Throughout the design and construction phase we will work collaboratively with the Owner to implement monitoring and controlling processes that deliver timely, consistent, accurate and transparent reporting.

The D&C supplier will be responsible for controlling the schedule, cost, asset capitalisation and reporting for the Design and Construction phase. GHP VP Asset Delivery will provide oversight of this process.

6.2 Schedule Control

There are two types of schedule used to monitor and control the Great Hall Project.

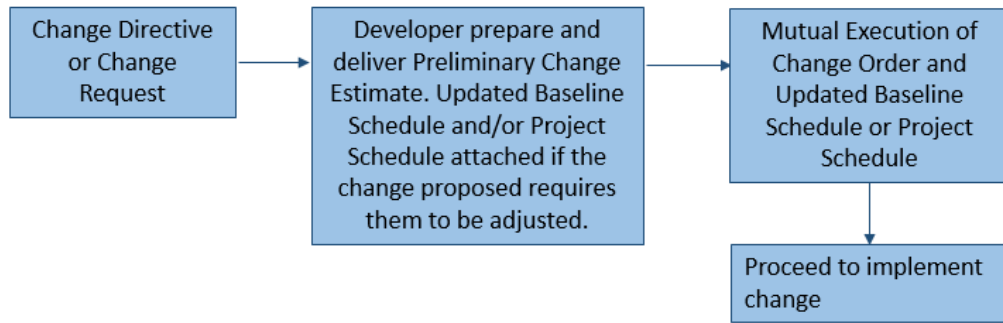
1. **The Baseline Project Schedule (BPS)** is the Project Schedule as of the Developer Execution Date, a copy of which is attached as [Appendix 3-A](#) of the Agreement, as updated as of the Effective Date, then as of the Financial Close Date. The BPS will be maintained by GHP's Planner and used by the Owner and GHP to measure the impacts of change. It is the contractual schedule and will only ever be updated on mutual execution of a Change Order/Change Directive.

The Project Schedule is the logic-based critical path schedule for all D&C Work. It is a working schedule that will be used by the Owner and GHP to monitor and control the progress of the project and coordinate the work of the teams. The project schedule will differ to the Baseline Project Schedule as the project progresses, reflecting actual progress and the future sequence of activities to take place. Each Project Schedule update shall show a comparison of the Work period actual dates and the future Work forecast dates against the Baseline Project Schedule activity dates.

6.2.1 Baseline Project Schedule updates

During the project, the BPS will be updated as a result of Change Order or Change Directives. The process for this is described in Figure 13 below.

Figure 13 Baseline Schedule Updates Process Map

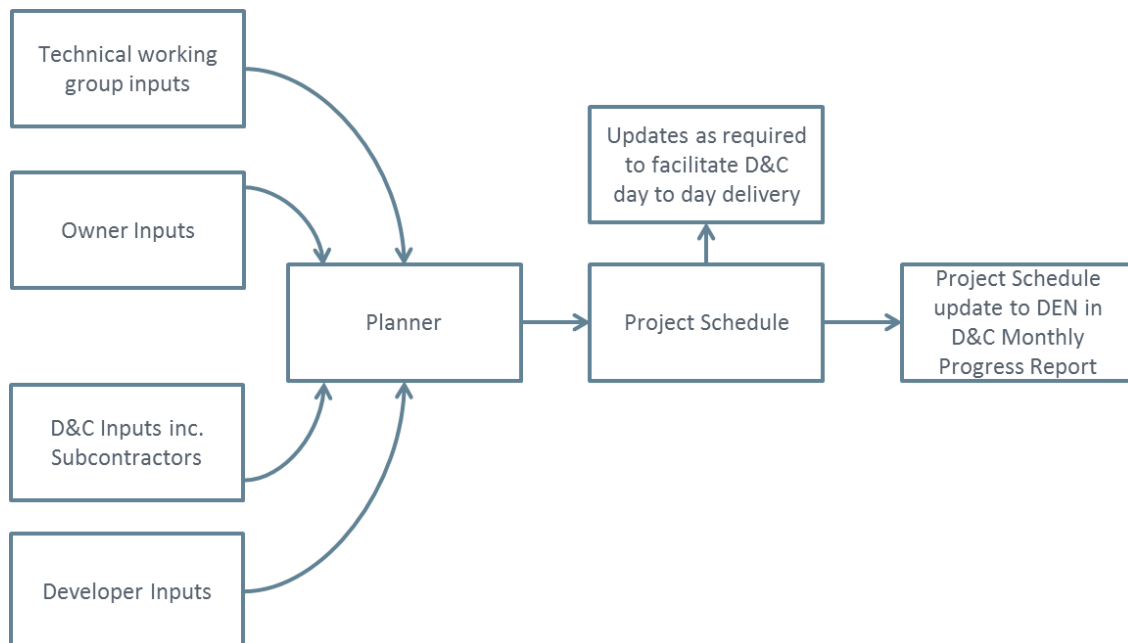


6.2.2 Design and Construction Project Schedule Updates

The Great Hall Project is being executed in an operational airport, adjacent to capital improvements such as the CBRA project and the Level 5.5 project. Likewise, the project will also impact the day to day operations of the airport and the flow of passengers, airport staff, concession staff and other contract services staff. A key means of mitigating project impact will be to coordinate the activity of the Owner and the project using the project schedule.

The project schedule will be used by all the entities working for GHP and by the Owner and GHP to coordinate activities and to monitor the progress of the work. Throughout the D&C phase, the schedule will be monitored daily, regularly updated and rescheduled to accommodate the needs of the airport and its stakeholders and to progress the project in a planned manner by the GHP Planner. Every month the project schedule will be provided to the Owner in the D&C Monthly report. The process for updating the Project Schedule is summarised below.

Figure 14 Updating the Project Schedule



The D&C Procurement/Project Controls Manager will be responsible for managing the updates to the D&C schedule and, in collaboration with the GHP Planner, will coordinate inputs from the Technical Working Groups described in Chapter 2.

Technical working group inputs

The Technical Working Groups, described in Chapter 2, are comprised of all entities from GHP and the Owner that will contribute to the coordinated progress of the project. They are chaired by the Vice President level of GHP. Schedule inputs will be ratified in these meetings and incorporated into the project schedule. Three week look ahead schedules used at these meetings will allow the group to work out likely impacts and to re-synchronise activities accordingly. Scheduling capability will be on hand to provide what-if schedule analysis for different options to optimise the activities of all parties.

Owner inputs

Owner Project Schedule inputs will include:

- Progress of ongoing adjacent projects;
- Coordination of future adjacent projects;
- Coordination of DEN airport operations; and
- Coordination of Third Parties.

D&C Inputs

The D&C Procurement/Project Controls Manager will coordinate all inputs from the D&C team and its sub-contractors. The Design and Construction team will also be responsible for coordinating schedule updates in relation to Government Approvals and After pre-mobilization meetings, the Design and Construction Manager will ensure meetings to discuss the schedule are held as necessary with sub-contractors to coordinate their project activities with those of others and to receive updates to schedule progress.

GHP Inputs

GHP Project Schedule Inputs will include time required by the Vice President Asset Delivery team's review period and quality management checks on the work carried out by the Design and Construction contractor.

6.2.3 Resolving project schedule conflicts

Schedule conflicts are likely to occur and may be identified at any point. The main forum for resolution of these conflicts should be the Technical Working Group or a forum that brings together the affected parties.

The party identifying the conflict will make the Asset Delivery Senior Manager aware of the conflict. The Asset Delivery Senior Manager will request that the D&C Procurement/Project Controls Manager generates what-if scenarios and work out in collaboration with the relevant parties the most optimal work around that minimises cost and schedule impact. The most appropriate forum will be informed of the options and will ratify the solution. Communication of the solution will be conducted by the party responsible for the primary relationship, i.e. the Owner will coordinate the solution with parties under its control and GHP with parties under its control.

Schedule conflicts may result in Changes, which will be enabled through the Change Management process as described in Chapter 4.

Schedule conflicts may also result in Relief Events, which will be enabled through the Relief Event process as described in Chapter 4.

6.2.4 Mitigating schedule delay impact

Delays to the schedule are likely to occur through the occurrence of risks, through the impact of change or via compensation or delay events. In the first instance the approach is to prevent the delay occurring in the first instance. Prevention is enabled through effective communication, risk management and through the controlled management of change and relief events.

The immediate action on the occurrence of delay will be to mitigate its impact and our project team will take decisive action to do so immediately. The definition of immediate in this context is once the delay is recognized and the resources can be applied to mitigate its effects. Therefore, the immediacy of a response will be determined by the specific situation. We then manage the delay as follows:

1. **Recognize the delay.** This critical point is to recognize that delay has occurred and its effects. Our D&C Schedule manager and team will work to identify the effect of the delay on the critical path and those paths that are 'near-critical' – those paths where a resequencing of events that could become the critical path. This analysis will help to frame the recovery plans and establish the list of parties that need to be consulted to develop the plans.
2. **Develop the options.** Our D&C Procurement/Project Controls Manager and team will develop options for recovery which may include a 'do nothing' option where the delay is accepted along with options and their trade-offs to recover the schedule. The usual trade-offs of time, cost, scope and quality will be considered but also the impact of each option on the commercial position of the project. Options will consider both 'hard' (extra resources) and 'soft' (reorganising, resequencing, improved processes) elements.
3. **Select and develop the option.** The D&C Procurement/Project Controls Manager will select the option that has the best likelihood of achieving the intended recovery. Where the option is likely to result in a Change or Relief Event Claim then the VP Asset Delivery will consult with the Owner manager able to inform the decision. At this point the preferred recovery plan will be fully developed with the appropriate attendance in order to ensure full buy in to the actions on all parties that will be required to implement it. The plan will be subjected to schedule risk analysis to check the confidence of implementation. A detailed recovery schedule will be produced and communicated through the appropriate Technical Working Group. The development of the plan will also include any additional GHP and the Owner working groups to ensure that all elements are coordinated.
4. **Implement the plan.** Once the option has been developed and agreed we will implement it. If the recovery plan is particularly involved then we will appoint a recovery project manager, specifically responsible for the implementation, monitoring and control of the recovery plan.
5. **Monitor and control the plan.** Our VP Asset Delivery will provide oversight of the recovery plan and the D&C Procurement/Project Controls Manager whom will collect information on the performance of the elements of the plan to report progress in the monthly report.

6.3 Cost control

As part of the Predevelopment phase, GHP agreed a cost for the D&C Work of the Project. If changes occur to the D&C scope this cost will be updated following agreement of a Change Order as per the change management process.

A design and construction schedule of values attached as Appendix 3-G of the Agreement, allocates values for the various components of the D&C Work by Functional Area and building component and shall be used as the basis for Progress Payments and project control activities.

Project cost risk is allocated in the DA to GHP, therefore GHP will control the cost of the project. The baseline cost and earned value of the Work (monthly and cumulative to date) will be reported by Functional Area and building component/systems in the D&C Monthly report. The financial impact of Change Orders and Relief Events will also be reported in the D&C Monthly report.

6.4 Asset Capitalization

As requested in the Technical Requirements GHP will provide the Owner with an Asset Capitalization Report on the 15th of every month in a mutually agreed Excel and PDF format. This will report on the total capitalized costs associated with the project to allow the Owner to determine capitalization requirements once the asset is operational.

6.5 Performance Measurement

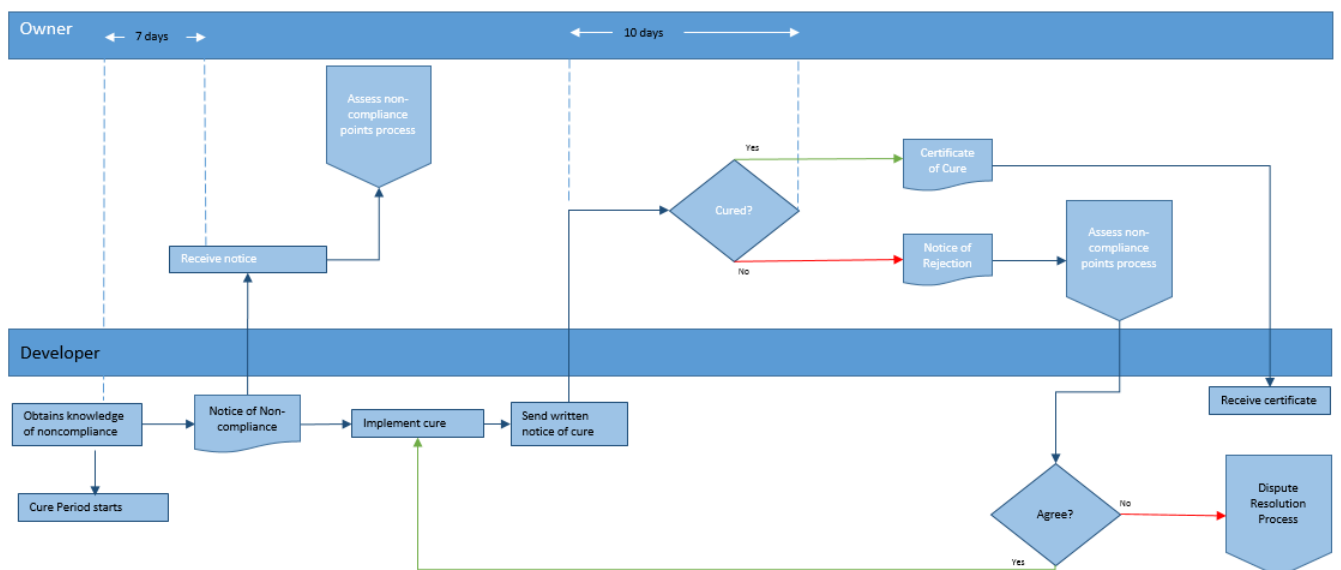
The Design and Construction work will be monitored and reviewed against a set of Non-Compliance points outlined in Appendix 9 to the DA.

As an integral part of GHP’s self-monitoring and self-reporting obligations, GHP shall notify the Owner in writing and electronically (using Aconex) of the occurrence of any Noncompliance specified in Appendix 9 of the DA. The notice will be delivered in writing as soon as reasonably practicable, and in any event within seven days, after knowledge of the Noncompliance is first obtained. The notice shall describe the Noncompliance in reasonable detail and shall identify the applicable cure period.

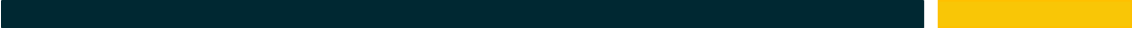
After the applicable cure period, the Owner shall deliver to Developer a written notice setting forth the Owner’s determination whether the Noncompliance was cured during the cure period and, if not, whether to assess Noncompliance Points (a “notice of determination”)

The Noncompliance process is interpreted in Figure 15

Figure 15 Developer reporting of noncompliance process map



Note: Any lines crossing lanes imply communication through Electronic Data Management System eg ACONEX. System is assumed to be instantaneous. This may also include a City developed non-compliance database.



If the Owner believes there has occurred any Noncompliance specified in Appendix 9, the Owner's authorized representative may deliver to Developer a notice of determination setting forth the Noncompliance, the applicable cure period and the Noncompliance Points to be assessed with respect thereto. This notice should also be provided in writing and electronically (using Aconex).

When GHP determines that it has completed the cure of any Noncompliance, they will deliver written notice to the Owner identifying the Noncompliance, stating that GHP has completed the cure and briefly describing the cure, including any modifications to the Project Management Plan and the Quality Management Plan to protect against future similar Noncompliance. Thereafter, the Owner shall promptly inspect to verify completion of the cure and shall, if its inspection verifies completion of the cure, deliver to Developer a written certification of cure or a notice of rejection.

GHP's Asset Delivery Senior Manager is responsible for maintaining a Noncompliance report log for all Noncompliance events, cure periods and points accrued. This will be reported in the D&C monthly report. Noncompliance events will be reported first to the D&C Procurement/Project Controls Manager whom will then report to other relevant members of the team, e.g. the Environmental and Quality Manager or Health and Safety Manager as required to action and implement the cure.

6.6 Reporting

As requested in the Technical Requirements GHP will provide the Owner with a D&C Monthly report on the 15th of every month in a mutually agreed PDF format. This will include an Executive Summary highlighting the key issues requiring the Owner's attention and the Key Performance Metrics for the D&C phase of work. The main body of the report will report on the following:

- Schedule;
- Design Management;
- Quality Management;
- Cost Control;
- Change Management;
- MWBE Goal Progression;
- Key Issues;
- Key Opportunities;
- Risks;
- HSE/Safety;
- Key interfaces and communications;
- Other key customer or operational impacts;
- Public art funds utilized; and
- Other notices.

7 Submittal Management Plan

7.1 Introduction

This section details the review and submittal process between GHP and the Owner and how this will be managed.

7.2 Submittal List

GHP Executive Design Review submittals will be addressed as outlined in Section I.8.3.2 of the Technical Requirements.

GHP design packages and construction document submittals will be addressed as outlined in Section I.8.3.1 of the Technical Requirements.

Plans such as the Health and Safety plan to be submitted are outlined in Section 1.8.3.4 of the Technical Requirements.

Any other submittals which are not listed above will be subject to the terms and procedures contemplated by Section 4.4 of the DA.

7.3 Submittal Management

GHP shall schedule, prioritize and coordinate all submittals to allow an efficient and orderly submittal review process. The submission date for each submittal is included in the project schedule.

The D&C Monthly report will provide a 4 week look ahead of project submittals so that the Owner can plan or allocate resources appropriately to review the submittal.

7.4 Executive Design Review (EDR)

In advance of the submittal date of the Design Development Package, it is intended that an Executive Design Review (EDR) will take place on specific key aesthetic areas of the project between GHP and the Owner's leadership team.

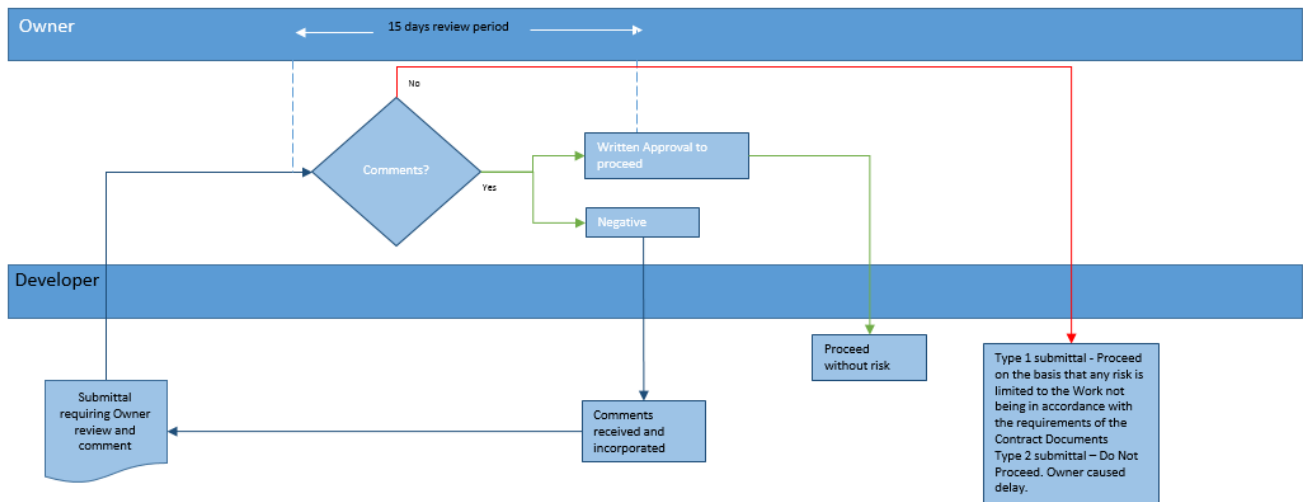
The EDR process will allow the Owner's leadership team to either approve or reject the design over a 15 calendar day time period. The process is outlined in Section I.8.3.2 of the Technical Requirements.

In the event that the Owner does not agree with aesthetic choices proposed by the Developer that otherwise comply with the applicable contract documents, and requires a change in respect of such matters to something that is not required under the Technical Requirements, the Owner shall be responsible for any cost or schedule impact related to the same.

7.5 Submittal Process

The GHP submittals outlined in Section I.8.3.3 of the Technical Requirements are all subject to Owner review and comment. The process map below details this process:

Figure 16 Process for Submittals requiring Owner review and comment



Note: Any lines crossing lanes imply communication through Electronic Data Management System eg ACONEX. System is assumed to be instantaneous

7.6 Submittal Review Timeframe

The submittals will be uploaded onto the Aconex system which will automatically provide a notice to the Owner that the submittal has been received. This notice will trigger the start of the review period.

The Owner will have a period of 15 calendar days after the date the Owner receives a submittal in conformance with the Contract Documents to review, comment, or approve the Submittal.

If the submittal is rejected then the Owner’s review period for Developer’s re-submission of a previously submitted Submittal shall be 15 calendar days, unless provided otherwise in the Contract Documents.

The Parties shall agree in good faith in writing upon any necessary extensions of the review-comment-and-approval period to accommodate particularly complex or comprehensive Submittals.

At the end of the review period the Owner will upload a notification via Aconex to confirm whether the submittal has been approved or rejected. If after the review period no notification is received, depending on the type of submittal, GHP may proceed (even at its election and risk) or not proceed.

8 Quality Management Plan

8.1 Introduction

This section outlines GHP's Quality Plan to ensure full compliance with the contract documents of the Great Hall project with respect of quality of work.

The objectives of our Quality Management Plan are to:

- Plan, verify and certify compliance with the Technical Requirements;
- Ensure assets are safe, reliable and maintainable;
- Systems and assets work efficiently, effectively and meet the requirements laid out in the contract documentation; and
- Report progress monthly using a non-conformance report log, a summary of QA/QC activities conducted during the month and QA/QC activities 4 week look ahead

The QMP is a living document and will be subject to ongoing review, evolution, and continuous improvement.

8.2 Project Quality Control

The organizational chart shown within this document under Management and Staffing Plan shows the personnel responsible for quality and their reporting lines.

Quality Manager who is responsible for:

- Overseeing the overall quality program and the preparation, implementation and updates of GHP's QMP; and
- The overall Quality Assurance and Quality Control program for the Work.

The Quality Manager will:

- Ensure that a quality system for the Design and Construction work is established, implemented and maintained;
- Report on the performance of the quality system to the Environmental and Quality Manager for review and as a basis for improvement of the quality system;
- Update the Design and Construction QMP; and
- Directly or through designees supervise the quality of the design and the construction work.

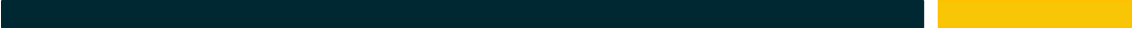
8.3 Quality Management System

GHP shall:

- Implement a quality management system based on the 'best practice' model BS EN ISO9001 to deliver the works; and
- Maintain documents and records to demonstrate all requirements have been met.

8.4 Audit Program

GHP shall:

- 
- Define their audit process and their audit plan to ensure compliance with processes, standards and progress against plans. Provide an audit program to mitigate risks.
 - Ensure that audits satisfy the principles and guidance set out in BS EN ISO9001
 - Ensure that those conducting audits are suitably competent and qualified;
 - Present the audit program, summary results, analysis and action taken when required by the Owner; and
 - Support audits requested by the Owner, of any supplier where risk has been identified by either party.

8.5 Quality Management Plans

During the D&C phase of the contract the GHP VP Asset Delivery is accountable for the quality of the asset and systems and the Design and Construction supplier is responsible for delivery to the standards defined in the Technical Requirements.

GHP's Design and Construction supplier has produced a Design and Construction Quality Management Plan. This is a standalone document. Reference: Appendix 3.B.5 to the DA.

8.6 Quality Reviews

If required, the Design and Construction Quality Management Plan will be updated 30 calendar days prior to each construction phase. They will be submitted to the Owner for review and comment.

Quality will be reviewed and reported on monthly as part of the D&C Monthly Report.

The Owner will be able to coordinate with GHP to independently verify compliance with the contract documents when required or independently audit GHP or their suppliers.

9 Document and Data Management Plan (DDMP)

9.1 Introduction

The Document and Data Management Plan (DDMP) sets out the Electronic Document Management System (EDMS) for storing, maintain, cataloguing, searching, controlling, accessing, and promptly and conveniently retrieving the project-related documents required to be shared between GHP and the Owner during design and construction in an electronic format. This will provide a tracking system for all plans. GHP are required to upload the required information or documents to the Owner's EDMS System Aconex.

Aconex stores and records all project documents.

Aconex shall:

- Provide a secure location that it is protected from theft, damage, unauthorized or malicious use;
- Provide a mechanism for the electronic transfer of metadata along with the associated documents in PDF file format images for uploading into an Electronic Document Management System (EDMS); and
- Ensure that all electronic information shall be searchable and legible.

Access is controlled in such a way that access is only possible to authorized persons. It may be necessary to restrict access to certain levels of information. Management will establish these levels.

9.2 Design and Construction Phase DDMP

During the design and construction phase GHP will use Aconex as the EDMS to exchange information with the airport. GHP's Environmental and Quality Manager is accountable for maintaining records during the execution of the contract.

All records shall be uniquely identified and only the current revision of any document is permitted for use. A filing index will be mutually agreed between the Owner and GHP at the start of the D&C phase. Records shall be maintained by establishing a Document Control System and Correspondence Register, detailing which records are being held in each specific file.

Records must not be removed from the Document Control System by anyone. Records which are no longer relevant will be stored in folders labelled as terminated or voided.

Compliance with these procedures shall be verified by the Owner in their audit procedures.

One master set of design documents (which has been approved for construction) shall be maintained on the site in PDF format where the work is being stored in Document Control (DC). The Design Manager or his designee is responsible for the transmittal of revisions to DC for distribution to all affected members having these documents.

The overall system administrator of Aconex is the Owner. The Owner will therefore be responsible for allocating and paying for licences, maintenance, training (if required) and needing to resolve backup validation and the protected archiving of documents.



9.3 Completion of the Contract

At the end of the [Term of the DA]/[construction period], records will be classified and separated according to the storage period requirement.

As per the DA, GHP shall retain Project Records related to the D&C Work until the later of:

- ten (10) years after Substantial Completion; and
- the last audit related to the D&C Work is completed.

10 Communications and Coordination Plan between Owner and GHP

10.1 Introduction

This section sets out the procedures for communication of information from GHP to the Owner and vice versa. It discusses the overall processes and plans for coordinating activities between these two entities. It sets out the procedures for scheduling, coordinating and conducting meetings with the Owner.

In Section 2.6.1 we consider a standard set of synchronised meetings across a four-week period. The aim of this is to achieve the optimum balance of decision-making meetings versus allowing time to get the work done. Where possible, requirements for additional decisions will be fed into the existing meeting rhythm unless the subject requires its own session.

The process for all notices, correspondence and other communications in relation to compliance with the contract documents is as set out in Section 27.10 of the DA and therefore not covered here.

10.1.1 Meeting Invites

Reoccurring meeting invites will be issued by GHP using Microsoft Outlook to invitees in advance of the Design and Construction Phase starting. The table below outlines the proposed meeting Chair and invitees however these will no doubt evolve and attendance delegated to others when required.

Table 10-1 Meeting invitees

Meeting	Chair	DEN Invitees	GHP Invitees
CEO Monthly Management	TBD	Program Manager	CEO
Asset Delivery Bi Weekly	TBD	Program Planning, Design and Construction	Vice President Asset Delivery
Commercial Bi Weekly	TBD	Program Manager	Vice President Commercial
Operations and Maintenance Bi Weekly	TBD	Program Administration and Operations	Senior Maintenance Manager
Design Technical Working Group	TBD	Program Planning, Design and Construction Others as required	Vice President Asset Delivery, Support Engineers, Design Manager Designers
Construction Technical Working Group	TBD	Program Planning, Design and Construction Others as required	Vice President Asset Delivery, Work Supervisors, Construction Manager, TSA & Airlines Manager
O&M Technical Working Group	TBD	Program Administration and Operations Others as required	Senior Maintenance Manager

10.1.2 Conducting Meetings

In planning the meeting the Chair will:

- Establish the meeting objectives;
- Prepare the meeting agenda;
- Determine timing and physical arrangements;
- Identify and invite participants; and
- Write minutes of the meeting.

If an invitee of the meeting is unable to attend they should send their apologies as soon as possible to the meeting Chair or inform the Chair who they have nominated to attend on their behalf. The meeting invitees can be altered or increased if agreed by the meeting Chair.

It is the Chair's responsibility that the meeting be conducted in as relaxed and informal a manner as possible and that the meetings begin and end the meeting on time. If discussion on an agenda item is taking longer than expected and required further attention the Chair will action that a sub group be arranged to discuss that item further in isolation and report back.

If several invitees are unable to attend the Chair will inform the group that the meeting has been cancelled and where practicable will endeavour to reschedule another date during that week.

If a cancelled meeting prevents a key decision being made, where feasible, the decision should be made over email with all members of the meeting being copied.

Meeting Agenda

A meeting agenda will be circulated three days in advance of the meeting by the Chair. If background data is available for any of the topics to be discussed it will be distributed with the agenda as early as possible.

Meeting Minutes

Draft meeting minutes will be circulated by email from the Chair to the meeting invitees within 3 days of the meeting date. The Chair will specify in the email circulating the draft minutes the cut off time for comments. Unless otherwise agreed, comments on meeting minutes should be given to the Chair no later than two days after they are issued. The meeting minutes will be verified as final at the following meeting. The working groups could opt to circulate action lists as opposed to formal minutes if this is deemed more practical.

10.2 Requests for information

Informal requests will be made to and from the Owner and GHP via email.

A formal request for information (RFI) should be originated through the Aconex system. Any user can send a request to the responsible party from within the system. When raising an RFI the system will automatically label and number the request to ensure continuity across all requests.

If the DA specifies a standard response time for supply of the information this can be inputted into the system. The responsible party will respond as soon as possible or will enter a respond by date to alert the user when a response is expected. Each RFI shall state any potential schedule or cost impacts associated with the RFI. GHP shall notify the Owner about any delay in the RFI closing date and any extension required shall be mutually agreed between Owner and Developer.



Aconex will provide a complete audit trail for submitting/tracking/logging and responding to all RFI's.

11 Affected 3rd Party Plan

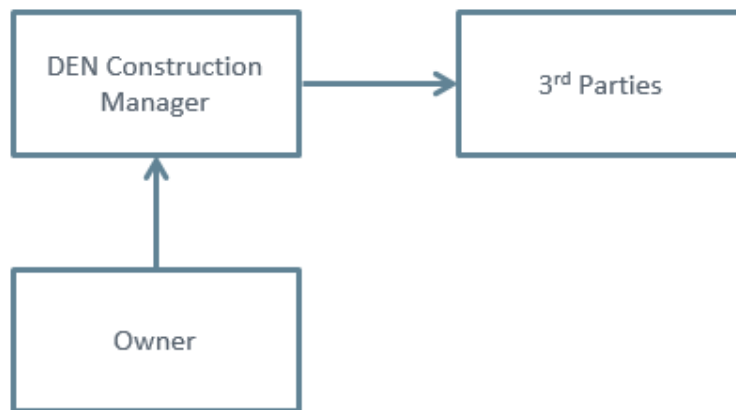
11.1 Introduction

This section describes how GHP and the Owner will coordinate with and mitigate the impact of the work upon potentially impacted third parties.

11.2 3rd party liaison

During design and construction, the Owner will be responsible for engagement with all 3rd parties and Developer will be responsible for coordination and engagement with the Building Department. GHP will provide the details to the Owner on what areas they require to be in control of and the date by which they require to be onsite. The Owner will be responsible for liaising with 3rd parties to facilitate the relocation of their operations to the new identified space. The line of communication is outlined in Figure 17 below.

Figure 17 Design and Construction 3rd Party liaison



If required to facilitate speed of communications and decision-making the Owner and GHP in collaboration with relevant managers from the D&C team will meet and agree a specific set of ‘rules of engagement’ with a 3rd party. These will be recorded in a one-page Rules of Engagement Document. Rules are likely to include:

- Description of the relationship and interface with the project;
- The lead points of contact for the Owner, and GHP;
- Delegated authority for decision making and communications; and
- Communications protocol (people, timings, content, means).

11.3 Timeline of engagement

As the Owner is responsible for engagement with third parties the timeline for engagement with them is open to the Owner to decide. GHP will however provide the Owner with 60 calendar days prior written notice, specifying the date on which it reasonably believes it will commence Construction Work within the Construction Work Area.

The timeline for engaging with other third parties not being relocated but with an interest or involvement in the project can also be discussed collaboratively between the Owner and GHP during any of the proposed meetings.

11.4 Identification of affected 3rd parties

The following table provides a list of affected 3rd parties that GHP are aware of for this project and with whom the Owner is responsible for liaising.

Table 11-1 Affected 3rd Parties

Entity	Description
City of Denver	Owner and operator of Denver International Airport
City and County of Denver Department of Aviation	Operation and control of Denver International Airport (through city charter)
Airport Infrastructure Management (AIM)	
Airport Security Team	
Federal Aviation Administration	Airport safety and inspections and standards for airport design, construction, and operation (including international harmonization of airport standards)
Transportation Security Administration (TSA)	Provision of airport checkpoint and baggage screening operations , regulatory compliance, cargo inspections and other specialized programs designed to secure transportation
Airlines	Provision of passenger and freight air transportation services
Concessions (existing and future)	
LogPlan LLC	Baggage screening and handling supplier
HSS Inc	
Airport Minority Advisory Council	
International Franchise Association	
Customers	
Local businesses	
Airport staff and contractors	
Regional Transportation District	Provision of bus services to/from Airport (SkyRide, Express, Limited)
Ground transportation suppliers	Provision of transportation services to people arriving or departing DEN
City agencies, outside agencies, (eg. police department, fire department, Denver Water, WasteWater, Xcel,)	
Commissioning Agent	
Independent testing agencies for special inspections	

11.5 Coordination with Building Liaison

Once the detail design process begins, Developer will initiate regular meetings with the Building Department to keep them informed as to the progress of the design process and to familiarize them with our intended early permit package submittals.

As the Developer gets close to actually submitting the early packages for review, the frequency of our coordination meetings will be increased as needed to keep the Building Department informed as to what they will be reviewing with each submittal.

During the construction period, the Construction Team will coordinate with the Building Department needed to schedule all the required inspections and inspection card sign-offs. As each phase is

completed we will also schedule the necessary site inspections and visits needed to obtain the Temporary Certificate of Occupancy.

Coordination process will be changed by mutual agreement between Developer and the Building Department based on workload during each phase.

11.6 3rd party commitments register

A register will be kept as per the template below if the Owner and GHP make commitments to a 3rd party.

Reference Number	Name of 3 rd Party	Summary of Agreement	Level of Commitment 1. Legal Document 2. Email 3. Meeting Minute/Letter	Relevant Plan Reference	Agreement Document Reference	Outstanding Action



12 Public Information and Communications Plan

12.1 Introduction

This section outlines the communication protocols between GHP and the Owner on communicating with the general public and the media regarding the construction activity of the project. Emergency communications will be covered in the Emergency Management and Disaster Recovery Plan (EMDRP) to be prepared prior to construction start.

12.2 Communication Planning

We expect that the Owner will designate a Public Information Officer (PIO) for this project whom will be part of the Owner project team structure.

Prior to the start of the construction phase GHP's Marketing and Digital Media Senior Manager alongside our Construction Manager will meet with DEN's Program administration, operations and construction manager and the PIO to discuss the key events in the project lifecycle when information may need to be provided by the Owner to the public and the level and format (e.g. website updates, social media update, billboards) of each communication.

GHP's Marketing and Digital Media Senior Manager or a delegated representative and DEN's PIO should continue to meet regularly, at least in advance of each phase throughout the construction activity to discuss, update and agree on the ongoing communications plan.

12.3 Owner communicating with the general public

In so far as is possible, communications between the Owner and the general public with regards to the Great Hall project should be reviewed by GHP's Marketing and Digital Media Senior Manager or another delegated person.

12.4 GHP communicating with the general public

GHP will require to independently communicate with the general public about the project on various matters, for example to recruit staff, to contract suppliers and meet transparency requirements for contracting e.g. advertisements and notices and report construction innovations.

12.5 Owner responding to communications from the general public

If the Owner receives communications from the general public (for example an enquiry or complaint letter regarding the construction work), it should be converted into an electronic format and forwarded by email as soon as possible to GHP's Marketing and Digital Media Senior Manager to review and prepare a response. GHP will liaise as necessary with DEN's PIO in doing so. The Owner will then issue the response.

If the response required is complex and therefore there will be a delay in GHP preparing a reply or if the answer is unknown, GHP will provide a suitable holding response for the PIO to issue until a full response can be provided.

12.6 GHP responding to communications from the general public

If GHP receive a communication from the general public directly or second hand from a person other than the PIO (for example an enquiry or complaint letter regarding the construction work), GHP will review and prepare a response. GHP will liaise as appropriate with the PIO in doing so.

12.7 Owner communicating with the media

Should the Owner have a media request, press release or other requested responses these should be sent to GHP's Marketing and Digital Media Senior Manager for review and approval.

12.8 GHP communicating with the media

GHP will send any media request in relation to the project, press release or other requested responses to the Owner's designated Public Information Officer (PIO) for review and comment.

12.9 Communication contact details

To communicate with GHP, the public or media should contact the PIO at media@flydenver.com or by calling 303-342-2250 during business hours or after hours at (303) 342-2288. This will then be forwarded by the PIO to GHP's Marketing and Digital Media Senior Manager (or another delegated person) for a response.

12.10 Information to assist project communications

To assist the Owner with communications they may wish to do on the project, GHP will provide the information required for the Owner to do website updates, twitter feeds or billboard advertisements. The Owner will be responsible for implementing and publishing the communication on its own communication channels. If communication channels used are GHP's (e.g. supplier's websites etc.) then GHP will be responsible for implementing and publishing the communications.

GHP will provide DEN's PIO with:

- Advance notice of major commencement of a phase of works;
- Advance notice of completion/ opening of new facilities;
- Information on expected delays or disruption that may occur to airport users during construction works and the mitigations in place;
- Details of the proposed benefits of the project; and
- Good news stories and awards.

GHP is also responsible for providing:

- Preconstruction photographs;
- Periodic construction photographs;
- Final Completion construction photographs;
- Preconstruction video recordings;
- Periodic construction video recordings; and
- Web-based construction photographic documentation.

12.11 Communications Plan Review

At the proposed monthly meeting between GHP's Marketing and Digital Media Senior Manager and the PIO we will review what communications will be necessary the following month by the Owner and GHP, review the success or otherwise of communications in the previous month and address any outstanding responses to the general public or media.



13 Health and Safety Plan

The Initial Health and Safety Management Plan is a standalone document and located in Appendix 3-D of the DA.



14 Environmental Management Plan

The Initial Environmental Management Plan is a standalone document and located in Appendix 3-E of the DA.



15 Emergency Management and Disaster Recovery Plan (EMDRP)

The EMDRP is a standalone document and will be provided between the Effective Date and the start of the construction work.



16 Energy Management and Conservation Plan

The Energy Management and Conservation Plan is a standalone document and will be provided between the Effective Date and the start of the construction work.



17 Shutdown Plan

The Shutdown Plan is a standalone document and will be provided between the Effective Date and the start of the construction work.



18 Traffic Management Plan

The Traffic Management Plan is a standalone document and will be provided between the Effective Date and the start of the construction work.



19 Pre-Commissioning Plan

The Pre-Commissioning Plan is a standalone document and will be provided between the Effective Date and the start of the construction work.



20 Activation and Training Plan

The Activation and Training Plan is a standalone document and will be provided between the Effective Date and the start of the construction work.

