

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional project controls services; and

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

WHEREAS, Consultant’s proposal was selected for award of the On-Call Project Controls Services contract (the “Project”); and

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

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

ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “CEO”), his/her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the DEN Airport Infrastructure Management. The relevant Senior Vice President (the “SVP”) or his/her designee (the “Director”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager directions.

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

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

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

C. Standard of Performance.

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

2. Consultant understands and acknowledges that, if provided for in a Task Order, it may be required to create, review and assist in the implementation of schedules; estimates; deliverables for cost management, ~~change~~ management, risk management, contract management, document controls, business process development and improvement reports; budgets; and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the “**Deliverables**”), as required by the City.

3. Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, Notices to Proceed, and memoranda of policy furnished to it by the City.

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

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

6. For the avoidance of doubt the Consultant shall not be required to comment on the technical merit or accuracy of the design plans and technical documents prepared by others.

D. Time is of the Essence. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Consultant shall perform all work under this Agreement in a timely and diligent manner as further outlined in the Task Order

E. Construction Administration. If the City tasks Consultant with construction administration duties, such duties shall commence upon the earlier to occur of the following

events: (a) the City's execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s) to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Choose an item. or his/her authorized representative.

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

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

4. If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Consultant that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section C.3.

ARTICLE III. OWNERSHIP AND DELIVERABLES

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

To the extent that Consultant has intellectual property rights in pre-existing works, methodologies, processes, ideas, concepts, techniques and other intellectual property which may be incorporated into any Deliverable or other work product under this Agreement, these shall stay the sole rights of Consultant and Consultant grants the City a royalty-free, irrevocable, worldwide, perpetual, and non-exclusive license to copy, make derivative works of, and use Consultant's pre-existing intellectual property.

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Liability stated below.

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

C. Suspension and Termination.

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

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Consultant from the Director.

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

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 6 below.

6. **Reimbursement for Cost of Orderly Termination.** In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Article IV, Section C.2., Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section C.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.

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

D. Remedies. In the event Consultant performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected Deliverables;
2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with Deliverables containing negligent errors, omissions, and/or defects; and
3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.
4. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of this Agreement.

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Twenty Million Dollars and No Cents (\$20,000,000.00)** ("Maximum Contract Amount"). Consultant shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.

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

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

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

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

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

1. **Late Fees.** Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

2. **Travel Expenses.** Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP or his/her authorized representative.

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

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

I. Carry Over. If Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Consultant if the CEO or his/her authorized

representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprise.

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto.

The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is 20%.

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

a. Consultant shall develop and comply with a Utilization Plan agreed upon with the City in accordance with § 28-63, D.R.M.C. Upon completion of the Utilization Plan and approval of it by both DSBO and Consultant, it will be incorporated herein by reference as Exhibit G. Exhibit G supersedes any proposed utilization plan contained in Consultant’s proposal. Along with the Utilization Plan requirements, Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

b. If Agreement modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

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

f. Should any questions arise regarding DSBO requirements, Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prevailing Wage. To the extent required by law. Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

2. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the contract.

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

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

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

C. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including,

but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

D. Prompt Pay. The City will make monthly progress payments to the Consultant for all services performed under this Agreement based upon the Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Consultant's own personnel, billings from subcontractors/subconsultants, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

1. Final Payment to the Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to consultants.

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

ARTICLE VII. INSURANCE REQUIREMENTS

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

B. Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under ***Exhibit C***; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

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

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

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

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

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

C. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating

such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

F. Neither party to this Agreement shall be liable for consequential or indirect loss or damage, including loss of data, loss profits, loss business opportunities, lost revenues, goodwill or anticipated savings.

ARTICLE IX. DISPUTES

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

C. Compliance with all Laws and Regulations.

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

Turner and Townsend, Inc.
475 Park Ave South
New York, New York 10016

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and

other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing “send” or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E.2.

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

1. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials,

polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

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

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

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

ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.

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

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any

goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations, if longer than six (6) years. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

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

H. Conflict of Interest.

1. Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work

for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

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

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

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

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Consultant is liable for any violations as provided in said statute and ordinance.

2. Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Consultant also agrees and represents that:

a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Consultant will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

f. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of D.R.M.C. § 20-90.3.

ARTICLE XII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XIII. DEN SECURITY

A. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by

the City as a result of any such violation. Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

ARTICLE XIV. FEDERAL RIGHTS

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

Appendix 1: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Insurance Requirements
Exhibit D: Task Proposals and Execution Process
Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
Exhibit F: Request for Proposals and Consultant's Response
Exhibit G: Utilization Plan

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

Appendix 1
Article I through XVI hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

Exhibit G
Exhibit F

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202157567-00
Contractor Name: TURNER & TOWNSEND, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

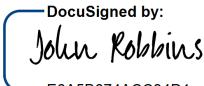
By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number: PLANE-202157567-00
Contractor Name: TURNER & TOWNSEND, INC.

By: 
John Robbins
E6A5B674ACC34D1...

John Robbins
Name: _____
(please print)
Managing Director
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

- Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S.

Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S.

Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [**Contractor** | **Consultant**] has full responsibility to monitor compliance to the referenced statute or regulation. The [**Contractor** | **Consultant**] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A

GENERAL SCOPE OF WORK (SOW)

The Consultant will be the principle staffing source to DEN's Program Management Office to provide professional and technical support for project controls disciplines such as:

- Compliance
- Project Management Support (training, guidance, negotiation support etc.)
- Estimating
- Cost Management
- Scheduling
- Change Management / Claim Avoidance
- Risk Management
- Contract Management
- Reporting
- Document Controls and Records Management
- Technical Writing

The Consultant is an integral members of DEN's Program Management Office team and a true Owner's Representative to the airport. The Consultant shall provide employees or subcontractors who are knowledgeable and skilled in the type of work assigned and who have all required certifications or education to provide the assigned tasks.

COMPLIANCE

The Consultant will support the Program Management Office to ensure adherence to the DEN project life cycle, promote consistency and industry standards, and drive efficiencies in delivering successful projects. The Consultant will support AIM Development in updating processes and procedures, including forms and templates for all project controls processes, and develop workflows for implementation into the Program Management Information Systems. It is imperative that the Consultant fosters communication with other airport departments and City divisions, ensuring data integrity for reporting and that all staff work with quality and consistent information.

PROJECT MANAGEMENT SUPPORT

The Consultant will support the Program Management Office in implementing organizational change management planning the implementation of enhancements or new business processes, develop training materials, run training workshops with the project management team, estimating and scheduling support for negotiations, as well as solutions to resolve unique situations to facilitate the delivery of a project.

COST MANAGEMENT

ESTIMATING

The Consultant will provide experienced and qualified staff to produce estimates at all project stages from concept estimates, budgetary estimates to independent design estimates for contract negotiations. The Consultant will also support AIM Development in negotiating contracts, task orders, as well as providing independent estimates for change orders to achieve savings and competitive pricing.

BUDGETING

The Consultant will establish project budgets according to DEN's cost accounts structure and cashflow management.

COST CONTROL & REPORTING

The Consultant will provide qualified staff to measure variances against individual project cost baselines and will recommend corrective actions, record and negotiate changes to project costs; provide cost forecasting; support resource planning by calculating required hours and monitor remaining PO capacity. The Consultant will provide reporting on Earned Value management, productivity vs cash flow as well as compare estimates with budgets, actual cost and bid prices to develop a benchmarking database for DEN.

SCHEDULING

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

CHANGE MANAGEMENT & CLAIM AVOIDANCE

The Consultant will support the Program Management Office with reviewing of change orders for merit and completeness, and will develop impact assessments for scope, cost, schedule, stakeholders, safety and quality. The Consultant's project controllers will provide support for negotiations, documenting records of negotiations, and tracking of Change Notices (CNs), Contractors Change Requests (CCRs) and Change Orders (COs) through logs or software systems as directed by DEN. The Consultant's Cost Engineers will be responsible for managing project contingencies on behalf of DEN. The Consultant will show a clear understanding of DEN standard contract documents to provide recommendation for claim avoidance, track documentation regarding claims, and take part in negotiations on behalf of DEN.

RISK MANAGEMENT

The Consultant will run risk workshops identifying project risks, issues and opportunities during the various stages of a project; develop and maintain risk registers showing contingency and float requirements as well as provide regular updates of risk registers and lessons learned logs. The Consultant will also identify risks for the AIM Development Portfolio to identify areas for improvements.

CONTRACT MANAGEMENT

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

REPORTING

The Consultant will facilitate reporting to various stakeholders and DEN departments utilizing software systems designated by DEN, including Oracle Primavera P6 EPPM, Unifier, Analytics, Workday and Textura as tools for communication across all City divisions.

Reports contain information on:

- Progress updates the entire AIM Development portfolio
- A summary of delays and their causes
- Quality management
- Health and safety issues
- Schedule of values analysis
- Design, or any other issues requiring action / decisions
- Specific instructions from the client or stakeholders
- Cost & schedule performance
- Potential risks
- Earned Value
- Forecasting
- Other reporting items as required

DOCUMENT CONTROL

The Consultant will provide document controls and record retention services listed below in line with the City's ordinances, rules, and policies:

- Runs & administrates the Document Control system as well as manages documents (internal & external)
- Checks compliance and quality of documents
- Maintains a list (register) & files documents
- Distributes documents to relevant people
- Liaises with Client / Contractor / Subcontractor
- Reports on the progress of documents
- First line of contact in the case of an escalation of a Document Control related issues
- Gate keeper of the Document Control rules and procedures
- Clarification, arbitration, technical authority role regarding Document Control issues
- Ensures commitment, support and buy-in from internal and external interfaces



Exhibit B

Denver International Airport

AIM Development

Professional Services Agreements

Core Staff Rates

Contract Name: On-Call Project Controls Services

Contract Number: 202157567



City and County of Denver

Company Proprietary Information

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

Revision June 2021



EXHIBIT B

Prime Consultant	Turner & Townsend Inc
DEN Contract Number	202057567
DEN Contract Name	On-Call Project Controls Services
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	20%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	MWBE / SBE Goal %
1	Turner & Townsend Inc	Prime	
2	Pasley Management Group	Sub-Contractor	
3	Orcas Project Controls	Sub-Contractor	
4	Enovate	Sub-Contractor	
5	Aguirre Project Resources	Sub-Contractor	
6	Sanford Group / BWA	Sub-Contractor	
7	Connico	Sub-Contractor	
8	The Collaboration	Sub-Contractor	
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EXHIBIT B

Prime Consultant	Turner & Townsend Inc
DEN Contract Number	202057567
DEN Contract Name	On-Call Project Controls Services
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	20%

Core Staff Rates

Company Name	Prime / Sub-Constructor	Name	Position	Fully Burdened Rate
1 Enter Company Name				
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Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description	Fully Burdened Rate
Leadership	Grade VII	20+ years	Denver Airport Project Controls Lead	Leads the complete T&T project controls team and is the key client contact for the length of the contract	\$ 270.00
	Grade VI	15+ years	Report Lead	Owns the reporting strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	15+ years	Estimating Lead	Owns the Estimating strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	15+ years	Cost Lead	Owns the Cost Management strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	15+ years	Risk Lead	Owns the Risk Management strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	10+ years	Document controls lead	Owns the Document Controls strategy and vision as well as Quality of output for DEN	\$ 152.00
	Grade VI	15+ years	Scheduling Lead	Owns the Scheduling strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	10+ years	PMIS Integration Lead	Leads the PMIS integration between project controls and the implementation consultant	\$ 180.00
Reporting	Reporting Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Reporting	\$ 220.00
	Reporting Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all reporting tasks	\$ 187.00
	Reporting Grade III	5-10 years	Senior Consultant	Technical delivery for all Reporting tasks	\$ 155.00
	Reporting Grade II	2-5 Years	Consultant	Support delivery for all Reporting tasks	\$ 128.00
	Reporting Grade I	0-2 Years	Assistant Consultant	General support for the Reporting team	\$ 84.00
Estimating	Estimating Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Estimating	\$ 220.00
	Estimating Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Estimating tasks	\$ 187.00
	Estimating Grade III	5-10 years	Senior Consultant	Technical delivery for all Estimating tasks	\$ 155.00
	Estimating Grade II	2-5 Years	Consultant	Support delivery for all Estimating tasks	\$ 128.00
	Estimating Grade I	0-2 Years	Assistant Consultant	General support for the Estimating team	\$ 84.00
Cost Management	Cost Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Cost Management	\$ 220.00
	Cost Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Cost Management tasks	\$ 187.00
	Cost Grade III	5-10 years	Senior Consultant	Technical delivery for all Cost Management tasks	\$ 155.00
	Cost Grade II	2-5 Years	Consultant	Support delivery for all Cost Management tasks	\$ 128.00
	Cost Grade I	0-2 Years	Assistant Consultant	General support for the Cost Management team	\$ 84.00
Risk Management	Risk Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Risk Management	\$ 220.00
	Risk Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Risk Management tasks	\$ 187.00
	Risk Grade III	5-10 years	Senior Consultant	Technical delivery for all Risk Management tasks	\$ 155.00
	Risk Grade II	2-5 Years	Consultant	Support delivery for all Risk Management tasks	\$ 128.00
	Risk Grade I	0-2 Years	Assistant Consultant	General support for the Risk Management team	\$ 84.00
Contract Management	Cost Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Contract Management	\$ 220.00
	Cost Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Contract Management tasks	\$ 187.00
	Cost Grade III	5-10 years	Senior Consultant	Technical delivery for all Contract Management tasks	\$ 155.00
	Cost Grade II	2-5 Years	Consultant	Support delivery for all Contract Management tasks	\$ 128.00
	Cost Grade I	0-2 Years	Assistant Consultant	General support for the Contract Management team	\$ 84.00
Document Controls	Grade VI	10+ years	Document controls lead	Senior industry expert in the delivery of Document Controls	\$ 220.00
	DC Grade II	2-5 Years	Consultant	Team lead support & Senior technical delivery for all Document Controls tasks	\$ 187.00
	DC Grade I	0-2 Years	Assistant Consultant	Supports general document controls activates	\$ 84.00
Scheduling	Scheduling Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Scheduling	\$ 220.00
	Scheduling Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all scheduling tasks	\$ 187.00
	Scheduling Grade III	5-10 years	Senior Consultant	Technical delivery for all scheduling tasks	\$ 155.00
	Scheduling Grade II	2-5 Years	Consultant	Support delivery for all scheduling tasks	\$ 128.00
	Scheduling Grade I	0-2 Years	Assistant Consultant	General support for the Scheduling team	\$ 84.00
Other	Grade VII	20+	Strategic PMO Advisory	C-Suite Advisory for consultation of Denver Airports Strategic PMO vision	\$ 285.00
	Grade V	13+ Years	Director	Senior team lead of other task orders	\$ 229.00
	Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery	\$ 195.00
	Grade III	5-10 years	Senior Consultant	Technical delivery of new task orders	\$ 167.00
	Grade II	2-5 Years	Consultant	Support of technical delivery of new task orders	\$ 128.00
	Grade I	0-2 Years	Assistant Consultant	Admin support of the team	\$ 84.00



EXHIBIT B

Level Name	Level Description
Level 1, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques, approaches, and procedures and the nature of engineering systems, equipment, etc., applicable to assignments. Requires engineering degree and 0 to 1 year's experience or the equivalent experience.
Level 2, Developmental	Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical direction to a few support personnel. Requires engineering degree plus 2 to 3 years' engineering or equivalent experience.
Level 3, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or adoption of standard techniques or methods. May provide technical direction to a small group of professionals and/or support personnel. Requires engineering degree plus 4 to 6 years' engineering experience or the equivalent.
Level 4, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering degree plus 7 to 9 years' experience or the equivalent.
Level 5, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is responsible for the scheduling, budgeting, and quality of projects within assigned discipline and scope of work. Requires engineering degree plus 10 or more years' related experience or the equivalent.

Contract Exhibit B, Part 2

Exhibit F-1



Denver International Airport

AIM Development

Professional Services Agreements

Staff Fee and Schedule Proposal

Contract Name: On-Call Project Controls Services

Contract Number: 202057567



City and County of Denver

Company Proprietary Information

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



EXHIBIT F-1

Date Issued:

Prime Consultant	Turner & Townsend
DEN Contract Number	202057567
DEN Contract Name	On-Call Project Controls Services
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	20%

Prime Consultant and Sub-Consultants Listings

Company Name	Prime / Sub-Contractor	MWBE / SBE Goal %
1 Enter Company Name	Prime	
2 Enter Company Name	Sub-Contractor	
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Exhibit F-1

Summary Fee Proposal

Prime Consultant	Turner & Townsend	Total Fee & Expenses	\$	-
DEN Contract Number	202057567	Sub-Contractor Fee & Expenses	\$	-
DEN Contract Name	On-Call Project Controls Services	MWBE Fee & Expenses	\$	-
Project Name	N/A			
Project Number	N/A			
MWBE / SBE Goal	20%	MWBE / SBE Participation of TO		#DIV/0!

Fee Proposal

- Prime Consultant Fee & Expenses
- Sub-Consultant Fee & Expenses
- MWBE Consultant Fee & Expenses

Prime Consultant Fee & Expenses	\$	-
Sub-Consultant Fee & Expenses	\$	-
MWBE Consultant Fee & Expenses	\$	-

Project Duration in Days	1
Daily Burn Rate	\$ -

Comments

Include assumptions, constraints, exclusions of fee proposal in this comment section



EXHIBIT F-1

Date Issued: 0-Jan-00

Schedule Information Input

Task Number	Deliverables	Duration in Days	Start Date	Finish Date
Task 1	Enter Description of Task	1		Enter Description of Task
Task 2	Enter Description of Task	0		Enter Description of Task
Task 3	Enter Description of Task	0		Enter Description of Task
Task 4	Enter Description of Task	0		Enter Description of Task
Task 5	Enter Description of Task	0		Enter Description of Task
Task 6	Enter Description of Task	0		Enter Description of Task
Task 7	Enter Description of Task	0		Enter Description of Task
Task 8	Enter Description of Task	0		Enter Description of Task
Task 9	Enter Description of Task	0		Enter Description of Task
Task 10	Enter Description of Task	0		Enter Description of Task
Task 11	Enter Description of Task	0		Enter Description of Task
Task 12	Enter Description of Task	0		Enter Description of Task
Task 13	Enter Description of Task	0		Enter Description of Task
Task 14	Enter Description of Task	0		Enter Description of Task
Task 15	Enter Description of Task	0		Enter Description of Task
Task 16	Enter Description of Task	0		Enter Description of Task
Task 17	Enter Description of Task	0		Enter Description of Task
Task 18	Enter Description of Task	0		Enter Description of Task
Task 19	Enter Description of Task	0		Enter Description of Task
Task 20	Enter Description of Task	0		Enter Description of Task
Total Project Duration		1		

Fee Information Input

Project Schedu

13-Jun-21

Instructions - Schedule Section

Fill in description for each task

Fill in start date and end date of each task. The Duration column is populated automatically.

The Gantt chart is generated with date input, no amendments are required by the consultant.

Instructions - Fee Section

The first section needs to be populated by the prime consultant.

Select Task Number from the drop down list which corresponds to the schedule information above. Select the name of the company from the drop down list that will produce the deliverable. Enter the full name of the staff who will produce the deliverables or is working a specific effort. Select the position from the drop down list. Enter the hourly rate. Enter the estimated hours. The total fee is calculated automatically.

The second sections needs to be populated by the subconsultants that don't have MWBE / SBE goals. Select Task Number from the drop down list which corresponds to the schedule information above. Select the name of the company from the drop down list that will produce the deliverable. Enter the full name of the staff who will produce the deliverables or is working a specific effort. Select the position from the drop down list. Enter the hourly rate. Enter the estimated hours. The total fee is calculated automatically.

The third section needs to be populated by the subconsultants with MWBE / SBE goals. Select Task Number from the drop down list which corresponds to the schedule information above. Select the name of the company from the drop down list that will produce the deliverable. Enter the full name of the staff who will produce the deliverables or is working a specific effort. Select the position from the drop down list. Enter the hourly rate. Enter the estimated hours. The total fee is calculated automatically.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description	Fully Burdened Rate
Leadership	Grade VII	20+ years	Denver Airport Project Controls Lead	Leads the complete T&T project controls team and is the key client contact for the length of the contract	\$ 270.00
	Grade VI	15+ years	Report Lead	Owns the reporting strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	15+ years	Estimating Lead	Owns the Estimating strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	15+ years	Cost Lead	Owns the Cost Management strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	15+ years	Risk Lead	Owns the Risk Management strategy and vision as well as Quality of output for DEN	\$ 238.00
	Grade VI	10+ years	Document controls lead	Owns the Document Controls strategy and vision as well as Quality of output for DEN	\$ 152.00
	Grade VI	15+ years	Scheduling Lead	Owns the Scheduling strategy and vision as well as Quality of output for DEN	\$ 238.00
Reporting	Grade VI	10+ years	PMIS Integration Lead	Leads the PMIS integration between project controls and the implementation consultant	\$ 180.00
	Reporting Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Reporting	\$ 220.00
	Reporting Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all reporting tasks	\$ 187.00
	Reporting Grade III	5-10 years	Senior Consultant	Technical delivery for all Reporting tasks	\$ 155.00
	Reporting Grade II	2-5 Years	Consultant	Support delivery for all Reporting tasks	\$ 128.00
Estimating	Reporting Grade I	0-2 Years	Assistant Consultant	General support for the Reporting team	\$ 84.00
	Estimating Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Estimating	\$ 220.00
	Estimating Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Estimating tasks	\$ 187.00
	Estimating Grade III	5-10 years	Senior Consultant	Technical delivery for all Estimating tasks	\$ 155.00
	Estimating Grade II	2-5 Years	Consultant	Support delivery for all Estimating tasks	\$ 128.00
Cost Management	Estimating Grade I	0-2 Years	Assistant Consultant	General support for the Estimating team	\$ 84.00
	Cost Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Cost Management	\$ 220.00
	Cost Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Cost Management tasks	\$ 187.00
	Cost Grade III	5-10 years	Senior Consultant	Technical delivery for all Cost Management tasks	\$ 155.00
	Cost Grade II	2-5 Years	Consultant	Support delivery for all Cost Management tasks	\$ 128.00
Risk Management	Cost Grade I	0-2 Years	Assistant Consultant	General support for the Cost Management team	\$ 84.00
	Risk Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Risk Management	\$ 220.00
	Risk Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Risk Management tasks	\$ 187.00
	Risk Grade III	5-10 years	Senior Consultant	Technical delivery for all Risk Management tasks	\$ 155.00
	Risk Grade II	2-5 Years	Consultant	Support delivery for all Risk Management tasks	\$ 128.00
Contract Management	Risk Grade I	0-2 Years	Assistant Consultant	General support for the Risk Management team	\$ 84.00
	Cost Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Contract Management	\$ 220.00
	Cost Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all Contract Management tasks	\$ 187.00
	Cost Grade III	5-10 years	Senior Consultant	Technical delivery for all Contract Management tasks	\$ 155.00
	Cost Grade II	2-5 Years	Consultant	Support delivery for all Contract Management tasks	\$ 128.00
Document Controls	Cost Grade I	0-2 Years	Assistant Consultant	General support for the Contract Management team	\$ 84.00
	Grade VI	10+ years	Document controls lead	Owns the Document Controls strategy and vision as well as Quality of output for DEN	\$ 152.00
	DC Grade II	2-5 Years	Consultant	Document management, drawing management and compliance	\$ 128.00
Scheduling	DC Grade I	0-2 Years	Assistant Consultant	Supports general document controls activities	\$ 84.00
	Scheduling Grade V	13+ Years	Project Director	Senior industry expert in the delivery of Scheduling	\$ 220.00
	Scheduling Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery for all scheduling tasks	\$ 187.00
	Scheduling Grade III	5-10 years	Senior Consultant	Technical delivery for all scheduling tasks	\$ 155.00
	Scheduling Grade II	2-5 Years	Consultant	Support delivery for all scheduling tasks	\$ 128.00
Other	Scheduling Grade I	0-2 Years	Assistant Consultant	General support for the Scheduling team	\$ 84.00
	Grade VII	20+	Strategic PMO Advisory	C-Suite Advisory for consultation of Denver Airports Strategic PMO vision	\$ 285.00
	Grade V	13+ Years	Director	Senior team lead of other task orders	\$ 229.00
	Grade IV	9-13 year	Associate Director	Team lead support & Senior technical delivery	\$ 195.00
	Grade III	5-10 years	Senior Consultant	Technical delivery of new task orders	\$ 167.00
Other	Grade II	2-5 Years	Consultant	Support of technical delivery of new task orders	\$ 128.00
	Grade I	0-2 Years	Assistant Consultant	Admin support of the team	\$ 84.00



Exhibit F-1

Date Issued:

0-Jan-00

Item #	Expense Category	Expense Description	Cost
1	Flight		
2	Other		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
		Sub-Total Expenses Prime Consultant \$	-
13	Hotel / Accommodation		
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
		Sub-Total Expenses Sub-Consultants \$	-
24	Hotel / Accommodation		
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
		Sub-Total Expenses MWBE / Consultants \$	-
		TOTAL EXPENSES \$	-

Travel Expenses

Flight

Hotel / Accommodation

Meals

Parking

Transportation

Fees

Project Vehicles

Other

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to:

CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Consultant shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

Consultant shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. **Professional Liability (Errors and Omissions) Insurance:**
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**
Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
- a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Consultant desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability:

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

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

Exhibit D

ON-CALL PROFESSIONAL SERVICES FOR PROJECT CONTROLS AND PMO SERVICES

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: June 2021

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport Terminal (DEN) consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. DEN's Infrastructure extends throughout and beyond the airport's continuous 53-square miles and consists of the runways, taxiways, aprons, roads, bridges, parking facilities, as well as utility transmission and distribution systems outside of the building envelopes.

1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains on-call professional design services contracts to provide various engineering, architectural, and project controls services on an as needed basis. The Task Order scopes of work are defined on an individual basis and are in alignment with the Scope of Work in Exhibit A.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 The term "Task Order" when it is used in this Agreement means all the work associated with the project controls Scope of Work in Exhibit A as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 TASK ORDER SCOPE OF WORK

- 2.1.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each specific Task Order. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.
- 2.1.2 The Consultant shall provide a fee proposal that includes the following:

- 2.1.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
- 2.1.2.2 A completed Fee Proposal Spreadsheet (see Exhibit F-1) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
- 2.1.2.3 A schedule identifying all phases of scope of work with DEN review durations.
- 2.1.2.4 Identification of lump sum or not to exceed design fee.

2.2 TASK ORDER REQUEST FOR PROPOSAL

- 2.2.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Notice to Proceed (NTP) through AIM Development's Unifier system. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.2.2 Following this Agreement, the Consultant acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

2.3 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.3.1 The Consultant will assign a lead project manager to this Agreement who has experience and knowledge of project controls industry standards. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.3.2 Should the City request the removal of a project manager, the Consultant will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.3.3 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal, or other individual devotes to tasks that are normally

performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.

- 2.3.4 The Consultant may submit, and the City will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.3.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative.

2.4 DILIGENCE

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

2.5 COOPERATION

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

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
- 3.1.2 Information Gathering: The Consultant will include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN AIM Records Management section.

3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.
- 3.2.2 Security Sensitive Information (SSI): As defined by the Transportation Security Administration (www.tsa.gov), SSI is information that, if publicly released, would be detrimental to transportation security, as defined by Federal Regulation 49 CFR part 1520. Although SSI is not classified information, there are specific policies and procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. This guidance is required of all Department of Homeland Security (DHS) and component organization employees and contractors. Each On-Call Task Order Request for Proposal will identify any aspects of the requested scope of work that would be considered SSI. The Task Order fee proposal must include any and all work associated with the proper management of SSI as defined by current Federal regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not.
- 4.1.2 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 **Notification:** The City will provide notification to the Consultant to proceed with a Task Order scope of work. This notification will be issued to the Consultant through AIM Development's Unifier system. The Consultant will not be authorized to proceed with the work described in a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided a fully executed NTP to the Consultant that the work is to be performed.
- 5.1.2 **Kick-Off Meeting:** Upon NTP, the City will schedule and conduct a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal DEN processes, finalize invoicing requirements, and establish progress meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants.
- 5.1.3 **Schedules:** Immediately following the kick-off meeting, the Consultant shall submit to the SVP or AIM Development of the designated DEN representative, a rolling three-week, look-ahead schedule, for the following three week's work.

5.2 ADDITIONAL SERVICES

- 5.2.1 Changes to the scope of work initiated by the SVP or AIM Development of the designated DEN representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant cost or schedule relief.
- 5.2.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-5), or duration as defined in writing by the SVP or AIM Development of the designated DEN representative, the Consultant shall provide a lump sum not to exceed fee proposal that includes the following:
 - 5.2.2.1 A narrative of the Consultant's understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work to be performed by all subconsultants.
 - 5.2.2.2 An Updated 202057567 T&T Project Controls Contract Proposal in Exhibit F-1 Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work cost-resource loaded into the revised schedule detailed in paragraph 5.2.2.3.
 - 5.2.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.2.3 **Additional Services Authorization:** Approval of the Consultant's proposal will be through an executed Task Order Amendment in AIM Development's Unifier system. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

5.3 TASK ORDER CLOSEOUT

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

6 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-03	On-Call Task Order Authorization (for Design).xlsx
PS-04	On-Call Task Order Authorization Amendment (for Design).xlsx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-07	Project Records Audit Checklist – Design.xlsx
PS-08	Partial Lien Release.docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-14	Environmental Checklist for Planning ES-02.docx
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-24	Design Closeout Checklist – Design-Professional-Task Order Services.pdf
PS-24a	Commissioning Closeout Checklist – Commissioning-Task Order Services.pdf
PS-25	Certification of Design and Construction Drawings for Advertising.docx
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-28	Design Certification Letter – AIP Projects (FAA)
PS-46	Predesign Meeting Agenda.docx
PS-47	Design Meeting Minutes.docx
PS-50	Scoping Meeting Agenda.docx
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

Exhibit E

ON-CALL PROFESSIONAL SERVICES PROJECT CONTROLS AND PMO SERVICES

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: June 2021

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices based on payment alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will provide its comments to the Consultant within fourteen (14) days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.

- 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.
 - 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports, or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports, and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the SVP of AIM Development or the designated DEN representative.
- 3.2 A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.3 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task and needs to be in alignment with Exhibit B. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).

- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.
- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known, or unknown, suspected, or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the fully burdened labor rates in Exhibit B of the Agreement
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs to be incorporated in the fully burdened labor rates submitted in Response Exhibit F-1 and attached to the Agreement as Exhibit B.
- 7.3 Non-Allowable Overhead: Including but not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.2.1 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the SVP of AIM Development or the designated DEN representative (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.3 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.4 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 8.5 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.6 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.7 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and

dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.

- 8.8 Special: expenses that are not already included in the fully burdened labor rates and is for the specific Task Order related to the Agreement.
- 8.9 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.10 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 8.11 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 9.1 DEN Project Manager Discretion
 - 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 9.2 Prior To Commencement of work – Submittals Required
 - 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
 - 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
 - 9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
 - 9.2.4 Work Schedule.
- 9.3 Monthly Submittals

- 9.3.1 The Consultant shall submit the Monthly Progress Report.
 - 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 9.4 Submittals Required - After Task Order Request for Proposal
- 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within seven (7) days after receipt of the Task Order Request for Proposal:
 - 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Deliverables, implementation plans, audits, recommendations, workflows, templates, tools, guides, presentations, schedules, estimates, reports, training plans and materials and Quality Management Plan.
 - 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
 - 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
 - 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes, and systems.

11 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form

CM-81

Exhibit F-1

Standard On-Call Cost Proposal Form

Task Order Fee Proposal – Professional Services

END OF EXHIBIT



EXHIBIT F

REQUEST FOR PROPOSALS

On-Call Project Controls Services

NO. 202157567

FEBRUARY 19, 2021

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Randy Mata
E-Mail: contract.procurement@flydenver.com

Request for Proposals # 202157567

PROPOSALS MUST BE RECEIVED BY: March 22, 2021 2:00 PM MST as noted below.
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

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

Event	Date
RFP Advertisement	February 19, 2021
Pre-Proposal Conference	February 25, 2021 1:00 PM MST
Last Date to Submit Written Questions	March 5, 2021 2:00 PM MST
Proposal Due Date	March 22, 2021 2:00 PM MST

Pre-Proposal Conference – OPTIONAL

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

[Click here to join the meeting](#)

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above, and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.** Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule.

All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

The proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below:

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

Proposals are due by the date and time listed above in the Schedule of Activities listed above. Proposals received after the deadline will be rejected by the City and returned to the Proposer.

Minority and Women-Owned Business Enterprise Participation

Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for services contracted by the City and County of Denver. The specific goal for this project is:

20% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

Project goals must be met with certified participants as set forth in Section 28-127, D.R.M.C., or through the demonstration of a sufficient good faith effort under Section 28-128, D.R.M.C. A draft utilization plan is a required submittal as part of the response to this RFP and it will be scored. DSBO's approval of the utilization plan will be required prior to receiving an executed contract or notice to proceed.

General Statement of Work

This request is for a single award to a staff augmentation consultant to provide on-call project controls services and project management support services, including estimating, cost management, scheduling, reporting, contract administration, change management and document management for the Airport Infrastructure Management (AIM) Development Capital Improvement Plan (CIP) Portfolio and the Concourse Expansion Program at Denver International Airport (DEN). DEN doesn't employ city staff with these qualifications and experiences. The requested budget is for the total contract term including extension options and is based on current expenditures to date and future forecasts.

PROPOSAL SUBMITTAL REQUIREMENTS

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

- Proposal Narrative:**
 - Complete responses to the Content Narrative as outlined in Section IV
- Proposal Forms - all complete and signed**
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Form W-9
 - Certificate of Good Standing
- DSBO Forms**
 - Commitment to MWBE Participation
 - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
- Diversity Survey**
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- Financial Forms (Primes only, no subs) - to be submitted as separate electronic files from the proposal**
 - Exhibit F-1

REQUEST FOR PROPOSAL

NO. 202157567

On-Call Project Control Services

REQUEST FOR PROPOSALS (RFP)	1
PROPOSAL SUBMITTAL REQUIREMENTS	3
I. CITY, AIRPORT AND PROJECT OVERVIEW.....	6
II. SCOPE OF WORK.....	7
III. ADMINISTRATION INFORMATION.....	10
III-1 Issuing Office.....	10
III-2 Introduction and Acceptance of RFP Terms	10
III-3 Means of Communication.....	10
III-4 Interpretation of Proposal Documents	10
III-5 Addenda.....	11
III-6 DEN Website	11
III-7 Withdrawal of Proposal	11
III-8 Rights of DEN	11
III-9 Confidentiality of Records.....	12
III-10 Proposer Agreements	12
III-11 Minority Business Enterprise and Women Business Enterprise Participation (or DBE, if applicable)	12
III-12 Certification of Independent Price and Work Determination	13
III-13 Designation of Subcontractors.....	14
III-14 Payment.....	14
III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition.....	14
III-16 Insurance Requirements	16
III-17 Governmental Immunity.....	16
III-18 Security	16
III-19 Airport Identification (ID) Badge Requirements.....	17
III-20 Background Checks	18
III-21 Vehicles in the Secured Area.....	18
III-22 Violations	19
III-23 Diversity and Inclusivity in City Solicitations	19
III-24 Wage Ordinances.....	20

IV.	PREPARATION OF PROPOSAL	21
IV-1	Preparation of Proposal - Proposal Forms	21
IV-2	Preparation of Proposal - Proposal Narrative	21
V.	EVALUATION OF PROPOSALS.....	26
V-1	Evaluation of Proposals.....	26
V-2	Proposal Rejection and/or Disqualification.....	26
V-3	Past Performance.....	26
V-4	Clarification of Proposals	26
V-5	Shortlisting and Interviews (If Necessary).....	27
V-6	Best and Final Offers	27
V-7	Evaluation Criteria	27
VI.	ATTACHMENT 2, PROPOSAL FORMS	29
	Attachment 2, Part 1 Proposal Acknowledgement Letter.....	29
	Attachment 2, Part 2 Proposal Data Form	30
	Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition	32
	Attachment 2, Part 4 M/WBE Forms	33
VII.	ATTACHMENT 3, FORM W-9.....	34
VIII.	ATTACHMENT 4, INSURANCE REQUIREMENTS.....	35
IX.	ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS	36
X.	ATTACHMENT 6, SAMPLE CONTRACT	37
XI.	ATTACHMENT 8, CERTIFICATE OF GOOD STANDING.....	38

I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility and sustainability are inherent to Denver's strategy to develop and maintain prosperous communities. Consequently, these values are imbedded into all of Denver's procurement processes to ensure competitive procurement that offers equitable opportunities for all potential proposers, including greater contracted and significant participation for minority, women-owned, and small businesses to ensure Denver's long-term economic, social, and environmental health. It is the City's expectation that all successful proposers demonstrate their commitment to City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of integrity, stewardship, innovation and humanity. We are looking for firms that share these values with us and will approach this contract with them at the forefront.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of minority, women-owned, and small business community separate from required certified goals; and (c) environmental sustainability.

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about February 2021 and has a scheduled duration of approximately three years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The Consultant will be the principle staffing source to DEN's Program Management Office to provide professional and technical support for project controls disciplines such as:

- Compliance
- Project Management Support (training, guidance, negotiation support etc.)
- Estimating
- Cost Management
- Scheduling
- Change Management / Claim Avoidance
- Risk Management
- Contract Management
- Reporting
- Document Controls and Records Management
- Technical Writing

The Consultant is an integral members of DEN's Program Management Office team and a true Owner's Representative to the airport. The Consultant shall provide its employees or subcontractors who are knowledgeable and skilled in the type of work assigned and who have all required certifications or education to provide the assigned tasks.

Compliance

The Consultant will support the Program Management Office to ensure adherence to the DEN project life cycle, promote consistency and industry standards, and drive efficiencies in delivering successful projects. The Consultant will support AIM Development in updating processes and procedures, including forms and templates for all project controls processes, and develop workflows for implementation into the Program Management Information Systems. It is imperative that the Consultant fosters communication with other airport departments and City divisions, ensuring data integrity for reporting and that all staff work with quality and consistent information.

Project Management Support

The Consultant will support the Program Management Office in providing training to the project management team, estimating and scheduling support for negotiations, as well as solutions to resolve unique situations to facilitate the delivery of a project.

Cost Management

Estimating

The Consultant will provide experienced and qualified staff to produce estimates at all project stages from concept estimates, budgetary estimates to independent design estimates for contract negotiations. The

Consultant will also support AIM Development in negotiating task orders, contracts as well as change orders to achieve savings and competitive pricing.

Budgeting

The Consultant will establish project budgets according to DEN's cost accounts structure and cashflow management.

Cost Control & Reporting

The Consultant will provide qualified staff to measure variances against individual project cost baselines and will recommend corrective actions, record and negotiate changes to project costs; provide cost forecasting; support resource planning by calculating required hours and monitor remaining PO capacity. The Consultant will provide reporting on Earned Value management, productivity vs cash flow as well as compare estimates with budgets, actual cost and bid prices to develop a benchmarking database for DEN.

Scheduling

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

Change management & Claim Avoidance

The Consultant will support the Program Management Office with reviewing of change orders for merit, and completeness and will develop impact assessments for scope, cost, schedule, stakeholders, safety and quality. The Consultant's project controllers will provide support for negotiations, documenting records of negotiations, and tracking of Change Notices (CNS), Contractors Change Requests (CCRs) and Change Orders (Cos) through logs or software systems as directed by DEN. The Consultant's Cost Engineers will be responsible for managing project contingencies on behalf of DEN. The Consultant will show a clear understanding of DEN standard contract documents to provide recommendation for claim avoidance, track documentation regarding claims, and take part in negotiations on behalf of DEN.

Risk Management

The Consultant will run risk workshops identifying project risks, issues and opportunities during the various stages of a project; develop and maintain risk registers showing contingency and float requirements as well as provide regular updates of risk registers and lessons learned logs. The Consultant will also identify risks for the AIM Development Portfolio to identify areas for improvements.

Contract Management

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

Reporting

The Consultant will facilitate reporting to various stakeholders and DEN departments utilizing software systems designated by DEN, including Oracle Primavera P6 EPPM, Unifier, Analytics, Workday and Textura as tools for communication across all City divisions.

Reports contain information on:

- progress updates the entire AIM Development portfolio
- a summary of delays and their causes
- quality management
- health and safety issues
- schedule of values analysis
- design, or any other issues requiring action / decisions
- specific instructions from the client or stakeholders
- cost & schedule performance
- potential risks
- Earned Value
- Forecasting

Document Control

The Consultant will provide document controls and record retention services listed below in line with the City's ordinances, rules, and policies:

- Runs & administers the Document Control system as well as manages documents (internal & external)
- Checks compliance and quality of documents
- Maintains a list (register) & files documents
- Distributes documents to relevant people
- Liaises with Client / Contractor / Subcontractor
- Reports on the progress of documents
- First line of contact in the case of an escalation of a Document Control related issues
- Gate keeper of the Document Control rules and procedures
- Clarification, arbitration, technical authority role regarding Document Control issues
- Ensures commitment, support and buy-in from internal and external interfaces

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 2, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

III-3 Means of Communication

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

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

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

III-4 Interpretation of Proposal Documents

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

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed.

III-5 Addenda

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

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

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

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 2, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, Randy Mata by email at contract.procurement@flydenver.com.

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

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

- A. Advertisements for RFQs, RFPs and IFBs
- B. Status of RFQs, RFPs and IFBs
- C. RFP addenda
- D. Incidental project information is available for viewing and printing, which includes:
 - a. Plan holder's list
 - b. Pre-Proposal/Pre-Bid Conference attendance list
 - c. Questions and Answers

Incidental project information listed in item D., above, will only be available online at the DEN BidNet Website and will not be mailed.

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the right to waive any informality or irregularity in any proposal it receives and to be the sole judge of the merits of the proposals it receives. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other proposers; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible." The Contract Administrator may waive such informalities or allow any proposer to correct them depending on which is in the best interest of DEN. If a proposer is allowed to correct an informality, the proposer will be

notified of the allotted time to correct the minor informality by DEN's Contract Administrator. Failure to correct the minor informality by the Proposer may result in their proposal being deemed non-responsive.

III-9 Confidentiality of Records

Documents submitted to or created by DEN in response to this RFP are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*) ("CORA"). In accordance with the Denver Revised Municipal Code, all documents submitted to or created by DEN in response to this RFP are confidential and privileged, and may not be inspected until an award is made or the solicitation is ended by DEN. An award is made when DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

Proposals will be opened to avoid disclosure of contents to competing proposers during the process of negotiating and making an award. A register of proposers will be prepared and made available to the public after the proposals have been submitted.

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time, and circumstances permitting, DEN will make a good faith effort to advise proposers of such request and provide an opportunity to identify and object to disclosure of any material proposers consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Proposers' objects to disclosure, DEN, in its sole and absolute discretion, or Proposer may file an application to the Denver District Court for a determination of whether disclosure is required or exempted as provided for in CORA. In the event a lawsuit to compel disclosure is filed prior to DEN's application, DEN will tender all such requested material to the court for judicial determination and Proposer may intervene if it objects to production of the material. Proposers agrees to defend, indemnify, and hold harmless DEN, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of a Proposer's objection to disclosure including prompt reimbursement to DEN of all reasonable attorney fees, costs, and damages DEN may incur directly or may be ordered to pay by such court if DEN withheld information or records at Proposer's request.

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be included as part of the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties do not agree on the inclusion of the supplemental terms and conditions, DEN may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or 2) DEN may enter into a contract with another responsive proposer. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

III-11 Minority Business Enterprise and Women Business Enterprise Participation (or DBE, if applicable)

The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority and women-owned businesses, which shall include certified small, minority, and women-owned businesses. The City will provide significant

opportunities among these businesses and ensure they benefit from the contract. Aligning with the Division of Small Business Opportunity (“DSBO”) mission to strengthen the City’s small, minority, and women-owned business community, this contract’s small business engagement initiatives are intended as a part of the City’s commitment to ensure, small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.

Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to as the “Goods and Services Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Procurement and are incorporated into these Procurement Documents by reference. Under the Goods and Services Ordinance, the Director of the Division of Small Business Opportunity (“Director”) has the authority to establish participation goals for contracts and purchase orders for the purchase of services by the City and County of Denver. The participation goal is stated in the Instructions. In order to comply with the submittal requirements, the Commitment to MWBE Participation Form and MWBE Utilization Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved MWBE Utilization Plan.

1. Failure by the contractor/consultant awarded the contract to comply with Goods and Services Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the vendor, as deemed appropriate by DSBO. Copies of the Goods and Services Ordinance and its accompanying Rules and Regulations are available for the use and review by proposers from DSBO, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>.
2. The Submitter shall submit completed DSBO Form entitled: Commitment to MWBE Participation and 1B – List of Proposed Subcontractors, Subconsultants and/or Suppliers. The Submitter shall submit a Commitment to MWBE Participation for the participation goal assigned to this project. The 1B - List of Proposed Subcontractors, Subconsultants and/or Suppliers shall include identified certified firms, that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.
3. The MWBE Utilization Plan, is the Proposer’s written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). DSBO will review and score each proposer(s) submitted utilization plan. The selected proposer(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the “Approved Utilization Plan.” Thereafter, the consultant is required to prepare and submit to DSBO an updated MWBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The contractor/consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE Utilization Plan and the contents within such plan.

III-12 Certification of Independent Price and Work Determination

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

- a. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or with any party

- contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and
 - c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing Attachment 2, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

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

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

III-13 Designation of Subcontractors

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

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal.

III-14 Payment

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

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

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

1. The caption of the action naming all parties;

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

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state of federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:

1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venturer. If the Proposer does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for

- each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 in lieu of a Certified Audited Statement.
 4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com.

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badging applications. All submitted applications must be an original. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A Denver International Airport Fingerprinting and Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. Denver International Airport Fingerprinting and Badge Applications are available from the Airport Security Office. Allow adequate time for processing of the Security Threat Assessments (STA) and Criminal History Record Check (CHRC).

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

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

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

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

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

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

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

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a Criminal History Record Check (CHRC) and a Security Threat Assessment (STA) for unescorted access to the Sterile and Secured Area(s).

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

III-21 Vehicles in the Secured Area

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

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, signed by an Authorized Signatory, and all applicable permit fees must be paid for each Permit requested, and it must be signed by the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

Each Proposer shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their proposal.

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then print the completed form and include the hard copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive. The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

END OF INSTRUCTIONS TO PROPOSERS

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 2, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 2, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

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

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 30 pages.

- Resumes should be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- The page limit does not include MWBE Utilization Plan, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Proposals which contain unnecessarily elaborate art work are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit F-1 shall be submitted separately from the main proposal

IV-3 Proposal Narrative Contents

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

Narrative Contents	Maximum # of pages
1. Cost Effectiveness	5
2. PMO Strategy	5
3. Key Personnel/Staffing	5
4. Integration of Quality Control	5
5. Reporting	5
6. Company Experience and Qualifications	5
7. MWBE Utilization Plan	

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

1. Cover Letter

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

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

2. Cost Effectiveness

Based on this project, where are savings opportunities from the Proposer's company? What elevates this proposal in terms of value? In terms of cost savings, describe the competitive edge this proposal provides to DEN. Please describe any processes or technologies, proprietary or otherwise, that are unique to the Proposer's company or subcontractor team that could add value to the project or mitigate costs for client.

Describe the Proposer's approach and experience with estimating / budget / cost / forecast / contingency / baseline schedule / float verification and tracking of multiple design & construction projects and programs. How does the Proposer envision providing independent estimates as well as time impact assessments for change orders incorporating local economic conditions, enforce contract provisions to achieve cost savings & realistic and feasible schedules?

With given experience and expertise within the industry, how has the Proposer applied this knowledge to controlling costs? Prepare a description of the Proposer's methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add value to the project. Describe how the Proposer plans to maximize productivity of their project staff. Describe the Proposer's method for anticipating and minimizing costly changes throughout the project.

Discuss how the Proposer will incorporate subcontractors on their team to perform portions of the work to meet the DSBO goals while optimizing cost savings. Describe methods used to eliminate staff redundancy and overhead in subcontractor management while maintaining an effective project team.

3. PMO Strategy

Describe the Proposer's approach to deliver the Scope of Work outlined in Section II. Describe the Proposer's previous experience in implementing short term and long-term strategies to enhance PMO performance, efficiencies and how the Proposer managed the organizational change for the PMO and its stakeholders. Outline how the Proposer will support DEN's PMO vision to become a Center of Excellence for project and program delivery in the aviation industry. Provide no more than four (4) case studies from previous PMO implementations and / or PMO improvements within the last 5 years.

4. Key Personnel/Staffing

Describe the Proposer's team (including sub-contractors) composition and how key individuals will perform the technical functions outlined in the Scope of Work in Exhibit A. Provide an organization chart showing the core team, expertise of team members and supporting staff / advisors. Demonstrate how the members of the Proposer's team have executed similar work in the past and how DEN will benefit from their expertise. Outline the availability of the core team to DEN. Provide information on the bench strength of the proposing company and how staff is staying up to date on industry best practices. The Proposer shall include resumes of the core team which should be no longer than two pages. Additional resumes may be included if they demonstrate the requirements outlined above. Resume do not count to the overall page total.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified on the Exhibit F-1. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor. Non-key personnel, up to five (5) can be submitted.

Exhibit F-1 must be prepared and submitted for each contractor utilizing core staff or hourly employees during the term of this Contract. Subcontractors may not be identified yet for On-Call Contracts. Those subcontractors selected subsequent to the execution of the Contract, with core staff or hourly employees, must also prepare an Exhibit F-1 and have their hourly billing rates approved by the Project Manager prior to commencing work at DEN.

Exhibit F-1 is to be submitted as a separate electronic file. Each contractor needs to populate the "Company & Contract Information" sheet and the "Positions" sheet to be submitted with the proposal.

5. Integration of Quality Control

Describe the proposer's approach to integration of the firm's quality control standards with past client's existing quality control programs for project controls, including areas of estimating, scheduling, cost, risk, and contract. Provide no more than four (4) case studies from previous PMO integrations within the last 5 year.

6. Reporting

Describe the Proposer's experience to transitioning from manual paper reporting to online dashboards. Provide information on key considerations and challenges that the Proposer has experienced. Describe what key performance measurements (KPIs) for projects has Proposer used previously? Outline how the Proposer has incorporated forecasting, earned value and trend analysis for capital programs and multiple portfolios. Describe the Proposer's approach to developing dashboards for different audiences / stakeholders as a communication tool and how the Proposer determines how content is visualized. Please provide 2 case studies.

7. Company Experience and Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

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

- Project name
- Project description and contract value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

8. MWBE Utilization Plan

The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:
 - B2GNow (Small Business Certification and Contract Management System) User,
 - Project Manager(s),
 - Controller,
 - Superintendent (if applicable), and
 - Outreach/Community Engagement Coordinator (if applicable).
2. Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to: provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project;
3. Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
4. Define how MWBE participation will be solicited, the subcontracting process, program and incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each
5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained
6. Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.
7. Provide examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

(Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@denvergov.org with specific questions related to compliance with this ordinance).

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

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

V-2 Proposal Rejection and/or Disqualification

Proposals are non-responsive and will be excluded, rejected or disqualified if the Proposer fails to comply with the requirements of this RFP, or with any applicable City ordinances, rules, or policies, including but not limited to for the following reasons:

1. Proposer's failure to meet the Minimum Qualifications;
2. Proposer's failure to provide complete documentation and Required Forms;
3. Improper communications and/or collusion among proposers or between the Proposer and any DEN contractor, including any project managers or others providing supplemental staff to DEN, with oversight of the project of which the RFP is a part;
4. Default or termination for cause of other contracts with any public or private entity within the past five (5) years;
5. Improper contact as described in Section IV-3, above;
6. Lack of ability to operate the proposed brand(s) and/or concept(s);
7. Omissions and/or fraudulent statements of any fact that is significant or essential to the subject matter of this RFP;
8. Proposer's delinquent arrearages or debts presently owed under any agreement with DEN, or any other creditor; or
9. Proposer's failure to disclose all trademark, copyright, licensing, franchise, and other contractual or property rights proposer has with third parties, proposer intends to use at DEN, which may restrict current business operators in any way, or may have an unfavorable impact on future proposers for opportunities at DEN.

In addition, the CEO reserves the right to reject any and all proposals, to waive irregularities and technicalities, to re-advertise, to provide the services, or to otherwise proceed in the best interest of DEN.

V-3 Past Performance

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

V-4 Clarification of Proposals

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

V-5 Shortlisting and Interviews (If Necessary)

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

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

Proposers invited to an interview may not:

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

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

All invited proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. Presentations are due three (3) days prior to the interview date. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview. The PowerPoint must be emailed to contract.procurement@flydenver.com three (3) days prior to their interview date.

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

V-6 Best and Final Offers

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

V-7 Evaluation Criteria

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

Evaluation Criteria	
1.	Cost Effectiveness
2.	PMO Strategy
3.	Key Personnel/Staffing
4.	Integration of Quality Control
5.	Reporting
6.	Company Experience and Qualifications
7.	MWBE Utilization Plan

VI. ATTACHMENT 2, PROPOSAL FORMS

Attachment 2, Part 1 Proposal Acknowledgement Letter

**City and County of Denver
Denver International Airport**

Proposer: _____ Date: _____

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 19, 2021, for RFP NO. 202157567, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 2, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax: _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
 - Partnership
 - Corporation

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

- Subsidiary
 - Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
 NO

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date

Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

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

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

Attachment 2, Part 4 M/WBE Forms

DSBO FORMS

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

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



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

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:	State:	Zip:
Phone:	Email:	



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS

City & County of Denver Contract No.: _____

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant			
Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Signature:		Date:	
Address:			
City:		State: Zip:	
Phone:		Email:	
Total Proposed Contract Value \$:		Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers			
Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Email:	
Type of Service:			

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Phone:	
Type of Service:			

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Phone:		Phone:	
Type of Service:			



Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
---------------	--

Firm's Representative:

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

Type of Service:

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
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Firm's Representative:

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

Type of Service:

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
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Firm's Representative:

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

Type of Service:

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
---------------	--

Firm's Representative:

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

Type of Service:

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
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Firm's Representative:

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

Type of Service:

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
---------------	--

Firm's Representative:

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

Type of Service:

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
---------------	--

Firm's Representative:

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

Type of Service:

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
---------------	--

Firm's Representative:

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

Type of Service:

VII. ATTACHMENT 3, FORM W-9

FORM W-9

Please complete the Request for Taxpayer Identification Number and Certification (FORM W-9) and submit with your proposal.

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

Form **W-9**(Rev. August 2013)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)					
Business name/disregarded entity name, if different from above					
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <input type="checkbox"/> Other (see instructions) ► _____					
Address (number, street, and apt. or suite no.)			Requester's name and address (optional)		
City, state, and ZIP code					
List account number(s) here (optional)					

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number											
			-			-					

Employer identification number											
			-								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner ³ The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VIII. **ATTACHMENT 4, INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to:

CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Consultant shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

Consultant shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. **Professional Liability (Errors and Omissions) Insurance:**
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**
Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
- a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Consultant desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability:

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

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

IX. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

Click on the following link to access the on-line form:
<https://fs7.formsite.com/CCDenver/form161/index.html>

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

Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.

X. ATTACHMENT 6, SAMPLE CONTRACT

SAMPLE CONTRACT

The Sample Contract is contained in the pages immediately following this page.

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

SAMPLE AGREEMENT

Notice to Proposers:

City Required Contract Provisions

The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

- 1. Indemnification***
- 2. Basic insurance requirements***
- 3. Limitation of liability (available in narrowly applicable circumstances)***
- 4. Federal requirements***
 - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)***
 - b. Federal Aviation Administration document retention and review requirements***
- 5. Airport security requirements***
- 6. City code and charter; state statutes***
 - a. Prompt pay***
 - b. Prevailing wage***
 - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))***
 - d. Colorado open records act***
 - e. DSBO (if applicable to subject matter of contract)***
 - f. City nondiscrimination language***
 - g. Dispute resolution***
- 7. Denver Executive Orders (“XOs”)***
 - a. Environmental***
 - b. Drugs alcohol tobacco***
 - c. Nondiscrimination in contracts***
- 8. Airport System General Bond Ordinance (1984, as amended).***
- 9. Choice of law (Colorado)***
- 10. Jurisdiction and venue (Colorado)***

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional project controls services; and

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

WHEREAS, Consultant’s proposal was selected for award of the On-Call Project Controls Services contract (the “Project”); and

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

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

ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “CEO”), his/her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the DEN Airport Infrastructure Management. The relevant Senior Vice President (the “SVP”) or his/her designee (the “Director”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager directions.

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

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

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

C. Standard of Performance.

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

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

3. Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, Notices to Proceed, and memoranda of policy furnished to it by the City.

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

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

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

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

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

E. Construction Administration. If the City tasks Consultant with construction administration duties, such duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s) to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Choose an item. or his/her authorized representative.

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

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

4. If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Consultant that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section C.3.

ARTICLE III. OWNERSHIP AND DELIVERABLES

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

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on February 15, 2022 (the “**Effective Date**”) and shall expire on February 14, 2025, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Liability stated below.

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

C. Suspension and Termination.

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

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Consultant from the Director.

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

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 6 below.

6. **Reimbursement for Cost of Orderly Termination.** In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Article IV, Section C.2., Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section C.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.

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

D. Remedies. In the event Consultant performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Twenty Million Dollars and No Cents (\$20,000,000.00)** ("Maximum Contract Amount"). Consultant shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.

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

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

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

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

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

1. **Late Fees.** Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

2. **Travel Expenses.** Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP or his/her authorized representative.

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

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

I. Carry Over. If Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Consultant if the CEO or his/her authorized

representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprise.

1. This Contract is subject to all applicable provisions of Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the “Goods and Services Ordinance” any corresponding Rules and Regulations, the Approved Utilization Plan and any additional requirements contained herein. Without limiting the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty, pursuant to the Goods and Services Ordinance to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of **20%**, upon which the City approved the award of this Contract to the Contractor/Consultant. In addition to all applicable provisions of the MWBE Ordinance, the Contractor/Consultant shall comply with the requirements of the signed and the DSBO approved Utilization Plan and any subsequent versions. The Contractor/Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the Goods and Services Ordinance, any corresponding Rules and Regulations, the DSBO Approved Utilization Plan, and any subsequent revisions, shall subject the Contractor/Consultant to sanctions in accordance with Section 28-139 of the D.R.M.C.

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

a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with § 28-63, D.R.M.C. Along with the Utilization Plan requirements, Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

b. If Agreement modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the

scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

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

f. Should any questions arise regarding DSBO requirements, Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prevailing Wage. To the extent required by law. Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

2. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the contract.

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

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

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

C. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

Prompt Pay. The City will make monthly progress payments to the Consultant for all services performed under this Agreement based upon the Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Consultant's own personnel, billings from subcontractors/subconsultants, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

1. Final Payment to the Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to consultants.

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

ARTICLE VII. INSURANCE REQUIREMENTS

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

B. Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under ***Exhibit C***; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

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

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

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

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

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

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

C. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating

such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

ARTICLE IX. DISPUTES

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

ARTICLE X. GENERAL TERMS AND CONDITIONS

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

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

C. Compliance with all Laws and Regulations.

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

2. Consultant shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant also shall comply with

all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

<https://business.flydenver.com/bizops/bizRequirements.asp>.

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

Vendor Name
Street Address
City, State, Zip Code
Attn: Vendor's Contact Name

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and

other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing “send” or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E.2.

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

1. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials,

polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

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

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

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

ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.

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

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any

goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations, if longer than six (6) years. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

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

H. Conflict of Interest.

1. Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work

for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

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

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

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

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Consultant is liable for any violations as provided in said statute and ordinance.

2. Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Consultant also agrees and represents that:

a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Consultant will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

f. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of D.R.M.C. § 20-90.3.

ARTICLE XII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XIII. DEN SECURITY

A. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by

the City as a result of any such violation. Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

ARTICLE XIV. FEDERAL RIGHTS

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

Appendix 1: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Insurance Requirements
Exhibit D: Task Proposals and Execution Process
Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control

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

Appendix 1
Article I through XVI hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES FOLLOW]

SAMPLE

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

- Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S.

Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S.

Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [**Contractor** | **Consultant**] has full responsibility to monitor compliance to the referenced statute or regulation. The [**Contractor** | **Consultant**] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A

PROJECT CONTROLS CONTRACT PROCUREMENT

GENERAL SCOPE OF WORK (SOW)

The Consultant will be the principle staffing source to DEN's Program Management Office to provide professional and technical support for project controls disciplines such as:

- Compliance
- Project Management Support (training, guidance, negotiation support etc.)
- Estimating
- Cost Management
- Scheduling
- Change Management / Claim Avoidance
- Risk Management
- Contract Management
- Reporting
- Document Controls and Records Management
- Technical Writing

The Consultant is an integral members of DEN's Program Management Office team and a true Owner's Representative to the airport. The Consultant shall provide its employees or subcontractors who are knowledgeable and skilled in the type of work assigned and who have all required certifications or education to provide the assigned tasks.

COMPLIANCE

The Consultant will support the Program Management Office to ensure adherence to the DEN project life cycle, promote consistency and industry standards, and drive efficiencies in delivering successful projects. The Consultant will support AIM Development in updating processes and procedures, including forms and templates for all project controls processes, and develop workflows for implementation into the Program Management Information Systems. It is imperative that the Consultant fosters communication with other airport departments and City divisions, ensuring data integrity for reporting and that all staff work with quality and consistent information.

PROJECT MANAGEMENT SUPPORT

The Consultant will support the Program Management Office in providing training to the project management team, estimating and scheduling support for negotiations, as well as solutions to resolve unique situations to facilitate the delivery of a project.

COST MANAGEMENT

ESTIMATING

The Consultant will provide experienced and qualified staff to produce estimates at all project stages from concept estimates, budgetary estimates to independent design estimates for contract negotiations. The Consultant will also support AIM Development in negotiating task orders, contracts as well as change orders to achieve savings and competitive pricing.

BUDGETING

The Consultant will establish project budgets according to DEN's cost accounts structure and cashflow management.

COST CONTROL & REPORTING

The Consultant will provide qualified staff to measure variances against individual project cost baselines and will recommend corrective actions, record and negotiate changes to project costs; provide cost forecasting; support resource planning by calculating required hours and monitor remaining PO capacity. The Consultant will provide reporting on Earned Value management, productivity vs cash flow as well as compare estimates with budgets, actual cost and bid prices to develop a benchmarking database for DEN.

SCHEDULING

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

CHANGE MANAGEMENT & CLAIM AVOIDANCE

The Consultant will support the Program Management Office with reviewing of change orders for merit, and completeness and will develop impact assessments for scope, cost, schedule, stakeholders, safety and quality. The Consultant's project controllers will provide support for negotiations, documenting records of negotiations, and tracking of Change Notices (CNs), Contractors Change Requests (CCRs) and Change Orders (Cos) through logs or

software systems as directed by DEN. The Consultant's Cost Engineers will be responsible for managing project contingencies on behalf of DEN. The Consultant will show a clear understanding of DEN standard contract documents to provide recommendation for claim avoidance, track documentation regarding claims, and take part in negotiations on behalf of DEN.

RISK MANAGEMENT

The Consultant will run risk workshops identifying project risks, issues and opportunities during the various stages of a project; develop and maintain risk registers showing contingency and float requirements as well as provide regular updates of risk registers and lessons learned logs. The Consultant will also identify risks for the AIM Development Portfolio to identify areas for improvements.

CONTRACT MANAGEMENT

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

REPORTING

The Consultant will facilitate reporting to various stakeholders and DEN departments utilizing software systems designated by DEN, including Oracle Primavera P6 EPPM, Unifier, Analytics, Workday and Textura as tools for communication across all City divisions.

Reports contain information on:

- progress updates the entire AIM Development portfolio
- a summary of delays and their causes
- quality management
- health and safety issues
- schedule of values analysis
- design, or any other issues requiring action / decisions
- specific instructions from the client or stakeholders
- cost & schedule performance
- potential risks

- Earned Value
- Forecasting

DOCUMENT CONTROL

The Consultant will provide document controls and record retention services listed below in line with the City's ordinances, rules, and policies:

- Runs & administrates the Document Control system as well as manages documents (internal & external)
- Checks compliance and quality of documents
- Maintains a list (register) & files documents
- Distributes documents to relevant people
- Liaises with Client / Contractor / Subcontractor
- Reports on the progress of documents
- First line of contact in the case of an escalation of a Document Control related issues
- Gate keeper of the Document Control rules and procedures
- Clarification, arbitration, technical authority role regarding Document Control issues
- Ensures commitment, support and buy-in from internal and external interfaces

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to:

CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Consultant shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

Consultant shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. **Professional Liability (Errors and Omissions) Insurance:**
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**
Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
- a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Consultant desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability:

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

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

Exhibit D

ON-CALL PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: August 2020

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

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

1.2 GENERAL SCOPE

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

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

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

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

- 2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Design administration
- 2.1.2.2 Design analysis programming
- 2.1.2.3 {edit for all specific discipline design} design
- 2.1.2.4 Energy and/or LEED analysis and conformance to latest energy requirements
- 2.1.2.5 Cost estimating services
- 2.1.2.6 Security, communications, lightning protection design services
- 2.1.2.7 Construction schedule services
- 2.1.2.8 Preparation and reproduction of schematic, bid, and construction documents.
- 2.1.2.9 Bid evaluation
- 2.1.2.10 Commissioning coordination
- 2.1.2.11 Code analysis
- 2.1.2.12 Building information modeling in Revit
- 2.1.2.13 Construction administration
- 2.1.2.14 Agreement closeout services
- 2.1.2.15 Preparation of record or “as built” documents to include, but not limited to, updated Revit models

2.2 TASK ORDER SCOPE OF WORK

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

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

- 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
- 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
- 2.2.2.3 A schedule identifying all phases of scope of work with DEN review durations.

2.2.2.4 Identification of lump sum not to exceed design fee.

2.3 TASK ORDER REQUEST FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization (see form-PS-03). In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 Design Standards Manuals: Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN Design Standards Manuals (DSMs) that will be applicable to the Task Order scope of work. The Consultant will prepare its fee proposal based upon the Task Order definition and performing the requirements defined in each applicable chapter of the design standards manual. These DSMs are documents which define the requirements for project design, constructability, operability, and performance for airport projects. As such, these documents are periodically updated, revised, and improved. Throughout the duration of this Agreement the most current version of the published DSMs will apply at the time of each On-Call Task Order Authorization, and these versions will supersede previous published versions.
- 2.3.3 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Consultant will be provided those specifications and criteria for the development of each assigned Task Order(s). The Consultant will review those technical specifications to determine if the technical specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Consultant's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Consultant will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Consultant will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Consultant to proceed within its acceptable standard of care. Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.4 Following this agreement, the Consultant acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the project manager must be a licensed architect or registered professional engineer in the State of Colorado. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Consultant will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.
- 2.4.4 The Consultant may submit, and the City will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Consultant shall submit their design QA/QC plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

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

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
- 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
 - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
 - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
 - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Consultant will include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN AIM Records Management section. This will include, but not be limited to: review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's Task Order fee proposals will always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the On-Call Task Order Authorization is received by the Consultant, the Consultant will begin the Task Order as-builts.

3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals

and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Design Services Authorization (see form PS-03). The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 5.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and

establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants.

- 5.1.3 Schedules: Immediately following the kick-off meeting, the Consultant shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

5.2 DESIGN

- 5.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.
- 5.2.2 Submittals: Upon receipt of the executed Task Order, the Consultant will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 5.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Consultant shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by Consultant within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Consultant from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.
- 5.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to DEN's Project Manager via a Design Change Request (DCR) (see form PS-13). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will be only be received by the Consultant through an executed On-Call Task Order Authorization Amendment (see form PS-04). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 5.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change

Proposal (VECP) Form (PS-16). The DEN Project Manager will provide written acceptance of all VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.

- 5.2.6 Project Risk: when requested, the Consultant will assist the DEN Project Manager define construction project risks).

5.3 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW

- 5.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the DEN Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used.
- 5.3.2 Advertising for Bid: All requirements for Consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.
- 5.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.

5.4 CONSTRUCTION ADMINISTRATION

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

5.5 ADDITIONAL SERVICES

- 5.5.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a lump sum not to exceed fee proposal that includes the following:
- 5.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- 5.5.2.2 A completed **On-Call {Agreement title}** Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.

- 5.5.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.5.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 5.6 TASK ORDER CLOSEOUT**
- 5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 5.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 5.6.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

6 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-03	On-Call Task Order Authorization (for Design).xlsx
PS-04	On-Call Task Order Authorization Amendment (for Design).xlsx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-07	Project Records Audit Checklist – Design.xlsx
PS-08	Partial Lien Release.docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-14	Environmental Checklist for Planning ES-02.docx
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-24	Design Closeout Checklist – Design-Professional-Task Order Services.pdf
PS-24a	Commissioning Closeout Checklist – Commissioning-Task Order Services.pdf
PS-25	Certification of Design and Construction Drawings for Advertising.docx
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-28	Design Certification Letter – AIP Projects (FAA)
PS-46	Predesign Meeting Agenda.docx
PS-47	Design Meeting Minutes.docx
PS-50	Scoping Meeting Agenda.docx
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

Exhibit E

ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will provide its comments to the Consultant within fourteen (14) days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The City will provide the Consultant with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is expressly stated in the Agreement. The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.

- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.9 Textura®: The Consultant recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Consultant during contract negotiations. Consultant will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.

- 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 7.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
 - 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
 - 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be

done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic

control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

- 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).

- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).

- 9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.

- 9.2.4 Work Schedule.

9.3 Monthly Submittals

- 9.3.1 The Consultant shall submit the Monthly Progress Report.

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

9.4 Submittals Required - After Task Order Request for Proposal

- 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:

- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.

- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.

- 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.

- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

11 REFERENCED FORMS

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

END OF EXHIBIT

XI. ATTACHMENT 8, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.



March 8, 2021

On-Call Project Controls Services RFP

CONTRACT NO. 202157567

ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the Request for Proposal documents with which it conflicts. **Proposers must acknowledge receipt of this addendum on Page 29 of the Proposal Forms.**

Randy Mata

Randy Mata
Contract Administrator

March 8, 2021



DENVER INTERNATIONAL AIRPORT

On-Call Project Controls Services RFP

CONTRACT NO. 202157567

ADDENDUM NUMBER ONE

Scope of this Addendum

Addendum Number One includes modifications to the following RFP Documents issued February 19, 2021. These modifications are deemed necessary by the City and County of Denver.

1. QUESTIONS AND ANSWERS

RFP updated to include questions and answers in attachment Q&A Document 1

2. Update Language Section I. CITY, AIRPORT AND PROJECT OVERVIEW

In fourth paragraph of Section I. CITY, AIRPORT AND PROJECT OVERVIEW;

Replace:

The work under this Contract is anticipated to start on or about February **2021** and has a scheduled duration of approximately three years.

To:

The work under this Contract is anticipated to start on or about February **2022** and has a scheduled duration of approximately three years.

End of Addendum Number One

Questions & Answers - 1

Solicitation 202157567 - On-Call Project Controls Services
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p>Question: Pre-Proposal Conference</p> <p>Will you please email or post a direct link to the Pre-Proposal Conference? The link embedded in the RFQ isn't supported by PDF readers and will not allow connection to Teams.</p> <p>My email address is codi.newsom@vanir.com.</p> <p>Thank you, Codi Newsom, PE, LEED AP Vanir Construction Management</p> <p>Answer: Please see link below:</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTVhM2NhMjktZWU0Ni00YTZILWE5OWYtM2U3NTUzYzJiODNj%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%22f25020e2-fd15-43b8-a1a3-6037e79fa908%22%7d</p> <p>Or go to the Bidnet page for this opportunity (202157567 - On-Call Project Controls Services) and find the Pre-Bidding Events tab. In there, under Event Note, you can copy and paste the link into a web browser. That link will take you to the Pre-Proposal Conference that will begin on Thursday 2/25 at 1:00 pm.</p>	02/19/2021
Q2	<p>Question: Exhibit D scope</p> <p>Exhibit D seems to be specific to on-call design/engineering services rather than project controls. Is there a project controls-specific Task Order Proposals and Execution exhibit, or is it DEN's expectation that the Project Controls consultant also be a licensed architect/engineer and/or include engineering staff on their team?</p> <p>Answer: DEN does not expect the future project controls consultant to be a licensed architect or engineer. DEN utilizes the same exhibit for all types of professional services.</p>	02/24/2021
Q3	<p>Question: Resume page length</p> <p>RFP page 22 indicates that resumes should be limited to 1 page, and page 23 indicates resumes should be no longer than 2 pages. Which is correct?</p> <p>Answer: Resumes should be no longer than 2 pages per individual.</p>	02/24/2021
Q4	<p>Question: Anticipated contract start</p> <p>Page 7 indicates work can be expected to begin on or about February 2021. Given proposal timeline, is there an updated anticipated contract start date?</p> <p>Answer: There was a typo. Estimated timeline to begin work will be on or about February 2022. This will be corrected in an Addendum.</p>	02/24/2021

No	Question/Answer	Question Date
Q5	<p>Question: Submitting insurance information Does insurance information need to be submitted to the email address indicated in III.16 Insurance Requirements along with the proposal? Or will that only be required by the selected consultant during the contract award stage?</p> <p>Answer: Insurance information will need to be emailed to contractadmininvoices@flydenver.com, as indicated on Section III-16. It will be required by the selected consultant at time of contract award.</p>	02/24/2021
Q6	<p>Question: Technical writing The scope of work lists technical writing, however the description seems to be missing from Exhibit A. Can you please elaborate on the expected technical writing subject matter and list some examples of expected technical writing deliverables?</p> <p>Answer: AIM Development manages the updates and new development of technical specifications, project controls process manuals, contracts, exhibits and reports. All of these documents are updated on a regular basis by technical writers to ensure compliance and uniformity.</p>	02/24/2021
Q7	<p>Question: Reporting scope software uses As it refers to the Reporting scope of work in Exhibit A, can you please expand on DEN's specific uses of Oracle Primavera P6 EPPM, Unifier, Analytics, Workday, and Textura?</p> <p>Answer: All project schedules are resource and cost loaded in P6 EPPM and it is being used by staff for general schedule management, notebook updates, timesheets and portfolio overview for managers. Unifier is utilized for contract management, cost management, submittals and RFIs. Information captured in P6 and Unifier is utilized for dashboard reporting in Analytics. Workday is the tool that the Finance department uses for invoice payments and purchase orders. Textura is utilized for payment application submissions by contractors.</p>	02/24/2021
Q8	<p>Question: Proposal contents order Should proposers include forms before or after the narrative section?</p> <p>Answer: It is recommended that forms be included after the narrative section.</p>	02/24/2021
Q9	<p>Question: Proposal fonts Are font sizes for section headings and graphics limited to the Times New Roman size 12 specified for proposal content?</p> <p>Answer: The vendors can use fonts, colors and sizes for titles, headings, sub-headings, paragraphs and graphics at their own discretion. The font and size for normal text / the body of the narrative are limited to Times New Roman 12 point.</p>	02/24/2021
Q10	<p>Question: Incumbent vendor(s) What are names of incumbent vendor(s)/firm(s) currently providing services that are in-scope for this RFP?</p> <p>Answer: The prime contractor for the existing project controls services contract is Faithful+Gould. The subcontractors are Sunland Group, LS Gallegos and Sage Method.</p>	02/25/2021

No	Question/Answer	Question Date
Q11	<p>Question: Contract Amount</p> <p>What has been the effort in hours and revenue for the F&G contract for the past five years?</p> <p>Answer: The financial capacity of the existing contract is \$25 Million. As of February 2021 the remaining contract balance is \$11.8 Million. Faithful+Gould have not held the existing contract for five years.</p>	02/25/2021
Q12	<p>Question: Questions - Controls Service RFP</p> <ol style="list-style-type: none"> 1. Who or what company has been the incumbent recently for this consulting work, and how many years have they been in this role? 2. Who was the incumbent prior to the one that has been in the position recently? 3. Is there an expectation that the lead consultant for this work will reside in an office at DEN when the COVID restrictions have lifted? 4. Can you send out an attendee list from the pre-proposal webinar? <p>Answer: "1. Faithful+Gould have been the incumbent vendor for four years.</p> <ol style="list-style-type: none"> 2. Faithful+Gould are the first incumbent for this type of contract at DEN. 3. DEN anticipates a hybrid model of staff working at DEN facilities and remotely. 4. DEN doesn't have an attendee list from the pre-proposal meeting. Please refer to the Commerce Hub outreach event page where an attendee list has been uploaded. <p>(http://business.flydenver.com/bizops/comHub-outreach-events.asp) BidNet also lists detailed information of each company that downloaded the procurement documents. "</p>	02/26/2021
Q13	<p>Question: Prime + sub</p> <p>Is it permitted for prime bidders to act as subcontractor on a different team?</p> <p>Answer: Yes, vendors that bid for the on-call project controls services contract may also be the subcontractor on a different procurement. If a vendor have a question about whether your proposal for a DEN solicitation would create a conflict of interest with other proposals or awarded contracts, please complete the DEN AIM Development Conflict Question Submission Form (http://business.flydenver.com/bizops/documents/den_Conflict_Submission_Form.pdf) and submit it to AIMDev.Conflicts@flydenver.com.</p>	02/26/2021
Q14	<p>Question: Evaluation Criteria</p> <p>What points are assigned to the evaluation criteria listed in Section V-7 (pages 27-28) of the RFP?</p> <p>Answer: Evaluation Criteria/Weighting information is not being provided at this time.</p>	03/01/2021
Q15	<p>Question: Narrative Format</p> <p>Does the org chart need to be on 8 1/2 x 11" paper, or can it be on 11"x17"?</p> <p>Answer: The org chart can be on either 8 1/2" X 11" or 11" X 17".</p>	03/01/2021
Q16	<p>Question: Font Size and Format</p> <p>Can fonts used for graphics such as org charts be at the discretion of the proposer (i.e., not in Times New Roman 12 point)?</p> <p>Answer: Fonts for graphics and org charts can be used at proposers discretion. The main body of the proposal needs to be in Times New Roman 12 point.</p>	03/01/2021

No	Question/Answer	Question Date
Q17	<p>Question: Resume Length</p> <p>Are resumes limited to one (1) page (as provided in Section IV-2, page 22) or two (2) pages (as provided in Section IV-3, page 23) per individual? Are they to be attached to the end of proposals as an Appendix or within the "Key Personnel/Staffing" section? If the latter, do the resumes count to the overall page total?</p> <p>Answer: Resumes should be no longer than 2 pages per individual and submitted within Key Personnel/Staffing Section. Resumes do not count to the overall page total.</p>	03/01/2021
Q18	<p>Question: Key Staff Resumes</p> <p>How many Key Staff personnel resumes are allowed to be submitted by Proposers?</p> <p>Answer: It is at the vendor's discretion to submit a certain number of key personnel resumes. Resumes do not count to the overall page total.</p>	03/01/2021
Q19	<p>Question: Scope of Work</p> <p>What is the scope of "Technical Writing" in the scope of work?</p> <p>Answer: AIM Development manages the updates and new development of technical specifications, project controls process manuals, contracts, exhibits and reports. All of these documents are updated on a regular basis by technical writers to ensure compliance and uniformity.</p>	03/01/2021
Q20	<p>Question: Exhibit F-1</p> <p>For Exhibit F-1 submissions, do Proposers need to submit "Schedule Information Input" (with task numbers, deliverables, duration in days, start date, end date, and project schedule) as shown in the "Staff Fee Schedule Example" tab?</p> <p>Answer: Vendors only need to fill in the "Company & Contract Information" tab and the "Position" tab. All other tabs are for information only.</p>	03/01/2021
Q21	<p>Question: Exhibit F-1</p> <p>For Exhibit F-1 submissions, should Proposers include one Proposed Rate (Fully Burdened) or could Proposers submit rates for each year of the contract?</p> <p>Answer: The vendors should submit fully burdened rates.</p>	03/01/2021
Q22	<p>Question: Subcontractor Markup</p> <p>Is a subcontractor markup allowed (if so, what %) and should this be reflected in the proposed rate in Exhibit F-1?</p> <p>Answer: The vendors should submit fully burdened rates.</p>	03/02/2021
Q23	<p>Question: Consultant Lead Project Manager</p> <p>Should a proposed rate be included for the lead project manager (Exhibit D - Section 2.4.1) under exhibit F-1?</p> <p>Answer: Yes, the proposed rate for the lead project manager should be included.</p>	03/02/2021

No	Question/Answer	Question Date
Q24	<p>Question: M/WBE participation goal Are additional marks awarded if the proposer can demonstrate M/WBE participation of more than 20%?</p> <p>Answer: The evaluation will be based on 20% MWBE participation being met with MWBE certified participants as set forth in Section 28-127, DRMC or through the demonstration of a good faith effort under Section 28-128, DRMC.</p>	03/03/2021
Q25	<p>Question: M/WBE Utilization Plan Will the nominated proposer have the opportunity to work with DSBO to gain approval, or is the initial utilization plan that is submitted with the proposal deemed final for review by DSBO?</p> <p>Answer: The MWBE Utilization Plan is required as part of the response to the RFP. All submitted MWBE Utilization Plans must be cover the following elements: innovative, comprehensive and transparent, equitable, and responsive. DSBO's approval of the MWBE Utilization Plan will be required prior to receiving an executed contract.</p>	03/03/2021
Q26	<p>Question: M/WBE participation goal Are ACDBE/DBE firms' participation counted towards the M/WBE goal?</p> <p>Answer: ACDBE/DBE firm must be MWBE certified in the scope of service to be performed on this contract at the time of submittal to be counted towards the 20% MWBE participation goal.</p>	03/03/2021
Q27	<p>Question: Scope of services Please clarify the scope of services required. The General Statement of Work section refers to staff augmentation yet subsequent sections ask the Proposer to detail how they will elevate their proposal in terms of value. Is the request for staff augmentation or a managed service?</p> <p>Answer: This procurement is for staff augmentation.</p>	03/03/2021
Q28	<p>Question: Evaluation Criteria Can you please provide further detail on the Evaluation Criteria? Specifically the weighting attributed to each section, and confirm if technical resource and pricing are scored. These do not appear in the table under Section V-7.</p> <p>Answer: Evaluation Criteria/Weighting information is not being provided at this time.</p>	03/03/2021
Q29	<p>Question: Workforce expansion targets Can DEN share any specific targets on local employment and direct workforce expansion?</p> <p>Answer: DEN is not able to provide this information.</p>	03/03/2021
Q30	<p>Question: Staff qualification The term "qualified staff" is referenced under Section II, is there any definition as to what the qualification is, or does it just refer to competent staff in the areas of service?</p> <p>Answer: DEN is seeking staff that has appropriate experience, technical skills and certifications for the areas of service outlined in Exhibit A.</p>	03/03/2021

No	Question/Answer	Question Date
Q31	<p>Question: Program Management Information Systems Section II Compliance references Program Management Information Systems. Please identify any systems currently used in the PMO by DEN in addition to those listed on page 9 Reporting, or confirm that these are all the systems currently in use.</p> <p>Answer: DEN is using Unifier, P6 / EPPM, Team Member, Workday, Textura, Oracle Analytics, Unifier, SharePoint, Microsoft Office Suite, Microsoft Teams.</p>	03/03/2021
Q32	<p>Question: Project delivery org structure Can DEN please share a sample project delivery org structure so we can see expected team composition, lines of communication within a typical project team and understand interfaces with other project stakeholders? This will help to inform our approach.</p> <p>Answer: A standard project team comprises of a project manager, contract administrator, QA / QC staff and technical SMEs. Support is provided to each team by the PMO for project controls and PMIS services. DEN staff facilitates communications with stakeholders like the mayor's office, City Council, airlines, Operations, Asset Management, Risk Management, Planning, Real Estate and Business Management.</p>	03/03/2021
Q33	<p>Question: Project baselines Cost Control & Reporting section states that the Consultant will measure variances against project baselines. Have these baselines already been established and will there be a need to validate baselines prior to commencing works on projects / awarding contracts?</p> <p>Answer: Project baselines are established at the start of each projects and measuring performance against schedule and cost baselines are ongoing.</p>	03/03/2021
Q34	<p>Question: Negotiation support The Scope of Work references a requirement to support negotiations. Is there a need to provide contract specialists as part of on-call resources?</p> <p>Answer: There may be requirements on a case by case basis to provide contract specialists for change order and contract negotiations.</p>	03/03/2021
Q35	<p>Question: Conflicts of Interest (III-25) Conflicts of Interest (III-25) - Please confirm that sub-consultants forming part of the Proposer's team are exempt from the conflicts of interest.</p> <p>Answer: The prime consultant bidding on the on-call project controls services contract is conflicted out of being awarded the program management contract for the 7th Runway and the project management support services contract for Aim Development as a prime consultant.</p>	03/03/2021
Q36	<p>Question: Case studies Section 7 asks for project examples to demonstrate past experience. Are these over and above the case studies requested in Sections 3, 5, 6, and 8?</p> <p>If so, how many examples would typically be required in Section 7? Can cases studies be referenced more than once throughout the proposal?</p> <p>Answer: Section 7 asks for the overall company experience and the case studies can be in addition to those provided in Sections 3, 5, 6 and 8. Please provide a maximum of four case studies in Section 7. Case studies can be referenced more than once.</p>	03/03/2021

No	Question/Answer	Question Date
Q37	<p>Question: Contract term The contract term is stated as 3 years. Is the intent to re-bid the on-call services after this period, or is an extension possible</p> <p>Answer: The contract will be open to two (2) 1-year options to extend beyond the initial 3 years at DEN's discretion as provided in the draft contract.</p>	03/03/2021
Q38	<p>Question: Proposal Narrative - Cost Effectiveness Proposal Narrative - Cost Effectiveness: Can you clarify if this question is relating to the cost of the consultant's service or the overall project CAPEX costs?</p> <p>Answer: This question relates to the cost effectiveness of the vendor.</p>	03/03/2021
Q39	<p>Question: Proposal Narrative - Cost Effectiveness Proposal Narrative - Cost Effectiveness: If this question refers to the cost of the consultant's service rather than CAPEX, to enable the quantification of cost effectiveness, can DEN please provide detail of the expected team size across the functions? This will help with our delivery approach.</p> <p>Answer: The cost effectiveness of the consultant is based on the fully burdened rates provided in exhibit F-1.</p>	03/03/2021
Q40	<p>Question: Post-submission discussion Is DEN open to holding a knowledge share session post-submission of the RFP to explore case study examples and lessons learned from other programs in advance of a selection being made?</p> <p>Answer: DEN will provide feedback from the evaluation to vendors that request it after the new contract has been executed. DEN is not able to provide knowledge sharing or feedback during the procurement process as a cone of silence is in place for the entirety of the bid process.</p>	03/03/2021
Q41	<p>Question: Key Personnel/Staffing Proposal Narrative - Key Personnel/Staffing: Does the client have an expectation of the core team's availability/support? Alternately, can DEN please share the CIP values for each year of the contract to allow bidders to make an informed assessment?</p> <p>Answer: DEN's PMO issues annual task orders to the incumbent vendors for a team of full time staff to provide estimating and scheduling support. In addition, the PMO also issues task orders for process improvement initiatives, Independent Fee Estimates and other tasks which can be a few weeks or a few months long with the vendor's staff providing part or full time support for the duration of the each task order. The AIM Development CIP ranges from 80-120 projects at any given time with a budget of \$700-900 Million.</p>	03/03/2021
Q42	<p>Question: Technical writing scope During the pre-proposal meeting it was confirmed that technical writing related to technical specifications. Please clarify your expectations of this service; does this relate to construction standards and specifications, or is this governance, process and procedures as it relates to project controls?</p> <p>Answer: AIM Development manages the updates and new development of technical specifications, project controls process manuals, contracts, exhibits and reports. All of these documents are updated on a regular basis by technical writers to ensure compliance and uniformity.</p>	03/03/2021

No	Question/Answer	Question Date
Q43	<p>Question: Local ordinance impact to scope Can you confirm if any of the City's ordinances, rules and/or policies include requirements that would be over be over and above the normal service delivery of project controls?</p> <p>Answer: City ordinances, regulations and policies are fully incorporated into the project controls processes at DEN need to be adhered to at all times.</p>	03/03/2021
Q44	<p>Question: Lead Project Manager Is it required by DEN for the proposed lead project manager (per Exhibit D - Section 2.4.1) be a licensed architect or registered professional engineer in the State of Colorado?</p> <p>Answer: No, the leader project managed does not need to be a licensed architect or a registered professional engineer.</p>	03/03/2021
Q45	<p>Question: Resume count Is a limit to the number of core team resumes (2-page limit, per the pre-proposal call)? Are supplementary resumes (1-page limit, per the pre-proposal call) showing depth and breadth of experience and resources limited to a maximum of 5 individuals as noted in RFP section IV-3.4?</p> <p>Answer: Resumes do not count to the overall page total of the proposal. If a vendor deems it pertinent to submit more than five resumes for non-key personnel to demonstrate experience and bench strength they may do so.</p>	03/04/2021
Q46	<p>Question: PMO Strategy Clarification Please provide the PMO or the PMO manual.</p> <p>Answer: The PMO manual will be provided to the successful bidder.</p>	03/04/2021
Q47	<p>Question: Scope of Work Exhibit A Can you please advise/confirm that Technical Writing is part of the Scope of Work. It is listed in Exhibit A but there is no explanatory text to it as with the other required scopes.</p> <p>Answer: AIM Development manages the updates and new development of technical specifications, project controls process manuals, contracts, exhibits and reports. All of these documents are updated on a regular basis by technical writers to ensure compliance and uniformity.</p>	03/05/2021
Q48	<p>Question: Proposal Forms Should the required proposal forms be added in an appendix or inserted into the proposal document prior to the proposal narrative? (RFP page 21)</p> <p>Answer: The required proposals forms can be inserted after the proposal narrative.</p>	03/05/2021
Q49	<p>Question: Resume Placement Should resumes be placed in the key personnel section or at the end of the proposal? There are conflicting statements in the RFP.</p> <p>Answer: Resumes should be submitted within Key Personnel/Staffing Section.</p>	03/05/2021
Q50	<p>Question: PMIS Toolset Is there a standard PMIS toolset in use that supports project plan management, resource allocation, monitoring and reporting?</p> <p>Answer: DEN PMO uses Primavera P6 / EPPM, Unifier and Analytics for all AIM Development projects.</p>	03/05/2021

No	Question/Answer	Question Date
Q51	<p>Question: Interview Schedule When are interviews/orals anticipated to take place?</p> <p>Answer: The interview dates are yet to be determined. Interviews could take place sometime between April and May 2021.</p>	03/05/2021
Q52	<p>Question: RFP Structure Should all requested exhibits and attachments be included in the "Proposal Forms" section following the proposal narrative content? Or should they be listed first?</p> <p>Answer: All requested exhibits and attachments should be included in the proposal forms section following the proposal narrative.</p>	03/05/2021
Q53	<p>Question: Exhibit Missing Exhibits A, C, D and E are listed; however we were unable to locate an Exhibit B. Is there an Exhibit B?</p> <p>Answer: Exhibit B would be for agreed upon Rates. This Exhibit will be incorporated in the contract to the selected vendor.</p>	03/05/2021
Q54	<p>Question: Dun & Bradstreet Number Where should the Dun & Bradstreet number be listed? It is requested however not included on the legal form.</p> <p>Answer: The Dun & Bradstreet Identification number can be submitted in Attachment 2, Part 2 Proposal Data Form. It can be typed in after the Federal Identification Number.</p>	03/05/2021
Q55	<p>Question: Appendix - Document Examples Can we add an appendix for document examples? If yes, does this count against the 30 page limit?</p> <p>Answer: Any appendix for document examples will count towards the 30 page limit.</p>	03/05/2021
Q56	<p>Question: Relation to On-Call Systems Development How does this RFP dovetail with the On-Call Systems Development RFP?</p> <p>Answer: The on-call project controls services vendor will be developing / enhancing the business processes that that PMIS consultant is going to implement in Unifier. The project controls consultant will also be responsible for ensuring data integrity for the dashboard reporting that the PMIS consultant develops.</p>	03/05/2021
Q57	<p>Question: Current PMO Staff Is the DEN PMO currently supported with internal resources, external vendors or both? How many members make up each team?</p> <p>Answer: The DEN PMO is supported by the incumbent project controls consultant with six full / part time team member and technical support by Oracle comprising of 2 part time team members. Please be aware that the scope of work for the existing contract is different than for this particular procurement.</p>	03/05/2021

No	Question/Answer	Question Date
Q58	<p>Question: Document Control System</p> <p>Is there a standard process for document control? What are the system(s) in place to support document control?</p> <p>Answer: There are processes and ordinances in place for document control. DEN is planning to improve the existing processes once the new project controls contract has been executed. Documents storage systems are SharePoint, Microsoft Teams, Unifier and storage rooms at the airport.</p>	03/05/2021
Q59	<p>Question: Incumbent Team</p> <p>Who is the incumbent team and what are their roles and responsibilities? Will the incumbent team be permitted to propose on this opportunity?</p> <p>Answer: The prime contractor for the existing project controls services contract is Faithful+Gould. The subcontractors are Sunland Group, LS Gallegos and Sage Method. All incumbent vendors have the opportunity to bid on this opportunity.</p>	03/05/2021
Q60	<p>Question: Top 3 Challenges</p> <p>What are the top three challenges to project delivery?</p> <p>Answer: The PMO provides support to the project management team to deliver capital projects and is not responsible for the successful completion of those projects. One of the main challenges for the PMO are the current market conditions and the high demand for qualified project controllers, scheduler and cost managers that constrain staff availability.</p>	03/05/2021
Q61	<p>Question: Top 3 Successes</p> <p>What are the top three things you think you do best in delivering projects?</p> <p>Answer: The PMO provides support to the project management team to deliver capital projects and is not responsible for the successful completion of those projects.</p>	03/05/2021
Q62	<p>Question: Existing Documents & Tools</p> <p>Do process documents and tools exist in the support of the 5 primary project delivery phases: Initiating, Planning, Executing, Monitoring & Control, and Closing. To what degree are people following these processes and leveraging the tools, and are they aligned with a PMO operating strategy?</p> <p>Answer: For the most part process documents exist for the phases of the project life cycle. Planning is a separate department from AIM Development and the PMO generally provides estimating and scheduling support to the Planning department. Some of DEN's business process are / will be undergoing updates and the successful bidder of this procurement will be part of that. AIM Development is following those processes and there are shortfalls / gaps that DEN would like to improve.</p>	03/05/2021
Q63	<p>Question: Standards and Documentation - RAID</p> <p>Are there standards defined and documented for managing Risks, Assumptions, Issues, and Decisions (RAID)?</p> <p>Answer: Yes, AIM Development has standards for risk management.</p>	03/05/2021
Q64	<p>Question: Project Change Control</p> <p>Is there a formal project change control process in place to manage scope, schedule, and cost?</p> <p>Answer: Yes, AIM Development has established change control processes which are managed in Unifier.</p>	03/05/2021

No	Question/Answer	Question Date
Q65	<p>Question: Governance</p> <p>To what degree are the standards and processes of the governance structure established? This includes policies, regulations, functions, processes, procedures, and responsibilities that define the establishment, management and control of projects or programs.</p> <p>Answer: For the most part, governance process documents exist for the phases of the project life cycle. Some of DEN's business process are / will be undergoing updates and the successful bidder of this procurement will be part of that.</p>	03/05/2021
Q66	<p>Question: F-1 Exhibit</p> <p>In the F-1 exhibit, are bidders required to fill out all tabs? Specifically, the "Expenses" and "Staff Fee Schedule Sample" tabs?</p> <p>Answer: Vendors only need to fill in the "Company & Contract Information" tab and the "Position" tab. All other tabs are for information only.</p>	03/05/2021
Q67	<p>Question: F-1 Exhibit</p> <p>In the "Positions" tab, is DEN looking for only the "Key Personnel" to be listed? Or, should bidders include any anticipated staff and sample rates with the assumption the broader team would be defined and finalized after specific needs are identified?</p> <p>Answer: Vendors should include fully burdened rates for key personnel and any anticipated staff and sample rates. DEN anticipates that the composition of the project controls team will change over the life of the contract and specific needs will be identified as and when needed.</p>	03/05/2021
Q68	<p>Question: RFP Format (RFP p. 21)</p> <p>Is page size 11 x 17 for matrix development allowed?</p> <p>Answer: This can be on either 8 1/2" X 11" or 11" X 17".</p>	03/05/2021
Q69	<p>Question: M/WBE engagement timeline</p> <p>As this is an on-call contract with undefined specific scopes of work for task orders, do all M/WBE firms to meet the minimum 20% participation goal need to be engaged at the time this proposal is submitted? Can the organization chart and M/WBE utilization plan discuss potential scope areas we plan to engage additional firms to ensure we meet or exceed the minimum goal on each task order?</p> <p>Answer: The Submitter shall submit a Commitment to MWBE Participation for the 20% MWBE participation goal assigned to this project. The Submitter shall submit the DSBO Form 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers that includes identified MWBE firms that will be utilized on this project. The listed firms must be certified in the scope of service/work to be performed on the contract at the time of submittal. The Submitter is required to submit a MWBE Utilization Plan which is the Proposer's written approach and strategy to the overall administration of their MWBE Program. The MWBE Utilization Plan, is the Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). It should be innovative and comprehensive, describe an open, transparent, responsive approach and address the MWBE Programs as listed in IV(8) of the RFP.</p>	03/05/2021

March 22, 2021



Turner & Townsend



Denver International Airport

Request for Proposals # 202157567

On-Call Project Controls Services



making the **difference**



Resumes

Core staff

- **Mark Hamill**, Project leader – Turner & Townsend (Prime)
- **Adriane Sanford**, MWBE coordination leader – The Collaboration (MWBE)
- **Lindsay Mackay**, Scheduling leader – Turner & Townsend (Prime)
- **Simone Gigli**, Cost leader – Turner & Townsend (Prime)
- **Chris Caddell**, Risk management leader – Turner & Townsend (Prime)
- **Charl Nesser**, Estimating leader – Connico (MWBE)
- **Aine O'Dwyer**, Reporting leader – Enovate (DBE)
- **Jennifer Story**, Document control leader – Enso (MWBE)
- **Christine Monks**, PMIS support (MWBE)

Reach back SMEs

- Mark Savage, Global Project Controls SME – Turner & Townsend
- Guy Beaumont, Global Technology SME – Turner & Townsend
- John Stretch, Global Estimating SME – Turner & Townsend
- Penny Roberts, Global Scheduling SME – Turner & Townsend
- Mark Skjervm, Aviation/PMO Advisory SME – Paslay Management Group (Subconsultant)

Additional staff resumes

Turner & Townsend

- Andrea Martinez, reporting & project controls
- Billy Lovett, reporting & project controls
- Chris McAtasney, cost management
- Fernando Bartos, scheduling
- Lewis Rand, cost management
- Louise Curran, reporting & project controls
- Marcella Taylor, risk management

Subconsultants

- Aubry Pridham, estimating – Aguirre Project Resources
- Augusto Lizarazo, estimating – Aguirre Project Resources
- Michael G. Feeney, estimating – Connico
- Lisa Heckdorn-Blake, scheduling – Connico
- Billy Ben, document controls – Enovate
- Mark Tayy, scheduling – Enovate
- Khaled Mohamed, cost management - Enovate
- Bradley Barnett, PMIS support – ORCAS

Mark Hamill

Project Lead



Qualifications & memberships:

- 1:1 BA (Hons) Risk Management
- Institute of Risk Management
- Winner of 2018 Middle East and Africa Risk Communication Strategy of the Year

Length of employment & specialty:

- 5 years: Turner & Townsend
- 28 years of expertise in PMO leadership and strategy, incl. controls, scheduling, cost control and team leadership

Availability:

Immediately, full-time

Skills and knowledge

Implementation of client-side PMOs and associated commercial and controls	✓
PMO strategy, development, management and reporting	✓
Stakeholder engagement (incl. designers, contractors and government) at team, leadership and Board level	✓
Management of multi-disciplinary teams on major complex infrastructure programs with value of \$30b+	✓

What I bring to DEN:

I have 25+ years of experience leading **Program Management Office strategy** in complex aviation and transportation programs across **Europe, the Middle East and in the UK**, including at Heathrow, Schiphol and Abu Dhabi Airports.

I take a hands-on approach to leading **high-performing controls teams**, establishing highly-functioning, **multi-disciplinary teams** to achieve and, where possible, exceed program outcomes and milestones.

Most recently, I led Schiphol Airport's delivery partner team, implementing a **client-side PMO and commercial processes** and bringing **global aviation best practices** to **manage all commercial and controls** aspects of this complex program.

My background in **risk analysis techniques** ensures that critical risks and opportunities are identified early, and **strategies and structures established to minimize risk** and deliver on program targets.

I have a track record of delivering objectives at all stages of the program lifecycle - from **inception to delivery and operation**.



Turner & Townsend

I am experienced in **managing teams of 20+ personnel** and liaising with contractors, designers, city municipalities and investors at **delivery, strategy and Board level**.

Execution of similar work in the past:

Schiphol Airport (AMS) Expansion Program, Royal Schiphol Group, Amsterdam, Netherlands: The Capital Program is the project development/delivery organization within Royal Schiphol Group tasked with managing major programs at Schiphol Airport.

Projects included the construction of a new pier, a new terminal, train and bus station renovations and expansions, and new car parks and roads.

I served as Schiphol's Commercial Advisor on this program. With data being provided by various PCMS, consultants and contractors, I **developed and implemented a client-side PMO**.

This PMO ensures Schiphol has a '**single source of truth**' within a **newly developed program-wide reporting framework**, including **performance measurement metrics**.

As PMO lead, I implemented a **project lifecycle process** ensuring consistency in **cost control, scheduling, risk management and scope management** through the various design phases of each project.

I reported to the Program Director and led a multi-disciplinary team of 25, including controls, cost, schedule and reporting personnel.

Midfield Development Program, Abu Dhabi Airports Company (ADAC), Abu Dhabi, UAE: I joined ADAC as Vice President of Risk Management with responsibility for **Enterprise Risk Management** across the company, including the AED3b capital development program.

In my role, I developed and led the **cost, schedule, and risk management teams** to provide an **integrated program controls solution for the program**. I drew upon my risk analysis techniques to ensure that the critical risks and opportunities were identified early, managed productively and created an **environment of 'no surprises.'**

This included establishing a mechanism for the management and measurement of multiple contracts against a commercial baseline.

To enable long-term consistency and accuracy, I also developed and implemented a **Project Gateway process** which now serves as a **control and assurance mechanism**, which all projects follow from **feasibility and concept design stage to commissioning, handover and operations.**

Project Services Manager, Scottish and Southern Energy (SSE) PLC, UK: I held a senior management position **leading the Program Management Team** within the Major Capital Projects business unit of one of the UK's leading energy providers.

The Project Services function and my role in particular were responsible for **cost, schedule and risk management**, as well as **QA/QC and document control** on a wide-ranging portfolio of projects which were simultaneously at various stages of the project lifecycle.

During this time, I was a member of the team which **developed and implemented a new Large Capital Projects (LCP) procedure** which detailed **how projects would be managed** from feasibility through to operations.

I was also a member of the **Peer Review team** who travelled across the UK and

Ireland to **assure the suitability and readiness of projects** before they moved to the next phase of the project lifecycle

Edinburgh Trams, Transport Initiative

Edinburgh (tie), Edinburgh, UK: The Edinburgh Tram Project was a high-profile government-funded project to create a tram network through the city of Edinburgh with an approximate budget of £600m.

Working for the delivery team set up by the Edinburgh City Council, I was responsible for cost management, change control, risk management and insurance. I joined shortly after the project received Government approval, working through the design and procurement stages and then, on to the construction phase.

To DEN, I bring a global track record of establishing and leading successful PMOs, establishing program-wide strategies and frameworks to successful deliver transformation at airports and large-scale programs across the globe.





Adriane Sanford

MWBE Integration
Lead

Qualifications & memberships:

- Associates Degree - Colorado Women's College
- Colorado Leading Edge Entrepreneurial Training Program
- Additional studies in Business Administration, Management and Marketing at the Denver and Aurora Small Business Development Center

Length of employment & specialty:

- 13 years: The Sanford Group
- 25 years expertise in small business consulting and design-build

Availability:

Immediately, As Required

Skills and knowledge

MWBE coaching, mentoring and training	✓
Compliance monitoring and supporting	✓
Training program development to assist strategic growth plans	✓
DBE/ESB Certification advisory and support	✓

What I bring to DEN:

I am experienced in providing **small business and economic development consulting, diversity consulting services, effective communication and community outreach programs.**

My **25+ years** in the design-build and construction has allowed me to develop extensive knowledge of the industry, strong and sustainable relationships, and an intimate understanding of **local contracting capacities and capabilities.**

I have enjoyed working with businesses across the engineering industry, including transportation projects, civil projects, city projects, and commercial development.

I also frequently provide **diversity training and program development, compliance monitoring and reporting, and technical and specialized training services and programs** that leverage best practices for small and disadvantaged businesses in the construction/transportation industry.

I began my career as a small business



advisor with the **Colorado Office of Economic Development and International Trade.**

I have also served as the **Director of CDOT's Construction Development Center** and was responsible for **increasing the number of DBE firms participating in roadway/highway construction, championing solutions, coordinating outreach efforts, designing and developing programs and services, and leveraging best practices to assist small and disadvantaged contractors.**

I am particularly proud to provide consulting services to **DBE firms participating in the CDOT Business Opportunity Workforce Development Program**, an innovative, federally-funded, million-dollar grant program authorized by the U.S. Department of Transportation.

Additional accreditations and MWBE engagement:

- Current Co-Chairman of the Construction Empowerment Initiative for the City and County of Denver

- Serve on the RTD Disadvantaged Business Enterprise Advisory Committee
- Serve on the CDOT Small Business Transportation Committee
- Serve on the BAC Airports Advisory Committee
- Serve on the City and County of Denver Mentor Protégé Program
- Served on the CDOT Small Business Construction Collaborative Forum
- Served on the SBDC Cares Act and Federal Relief Team
- Served in various capacities that reshaped the City and County of Denver 2014 and 2019 Ordinance that governs the minority and women business enterprise program.

Execution of similar work in the past:

Regional Transportation District (RTD) On-Call Construction Services, Krische Construction, Denver, CO: I provided SBE/DBE consulting services, diversity program development and implementation, and contract compliance for the design and build teams of a new Light Rail System for the on-call construction team.

Project Budget: \$40m, over four years

DBE Goal: 35%
Achieved: 49.5% participation

Regional Transportation District (RTD) Sheridan Parking Structure, Swinerton Builders, Denver, CO: I provided SBE/DBE consulting services, diversity program development and implementation, and contract compliance for the design and build teams of a new Light Rail System parking structure.

Budget: \$11.7m
SBE Goal: 51%
Achieved: 54% participation

Denver International Airport (DEN) Project Management Support Services and Staff Augmentation, Denver, CO: I provided SBE consulting services, diversity program development and implementation, and contract compliance for the project management support services and staff augmentation.

Project Budget: \$5m
SBE Goal: 20%
Achieved: 20% participation

National Western Stock Show, J E. Johnson Construction Services, Denver, CO: I provided DBE/MWBE consulting

services, diversity program development and implementation, developed construction contract compliance plan for MWBE participation.

Project Budget: \$230m
MWBE Goal: 20%
Achieved: 20% participation

Regional Transportation District (RTD) On-Call System, Mass Electric Construction, Denver, CO: I provided DBE consulting services, diversity program development and implementation, and contract compliance for the on-call system construction team.

Project Budget: \$60m
DBE Goal: 16%
Achieved: 16% participation

To DEN, I bring leadership, industry expertise, and a deep passion to deliver solutions that help develop and expand the number of minority contractors in the horizontal sector of construction.





Aine O'Dwyer
Reporting Lead

Qualifications & memberships:

- Professional Engineer: American Society of Civil Engineers, American Council of Engineering Companies, New York Building Congress, Civil Engineering - New Jersey Institute of Technology, NJ
- BS, Civil & Environmental Engineering - New Jersey Institute of Technology, NJ
- NJBIZ Best 50 Women in Business (2019)

Length of employment & specialty:

- 4 years: Enovate
- 14 years expertise in planning & reporting

Availability:

Immediately, full-time

Skills and knowledge

Reporting to various stakeholders and departments using software systems	✓
Knowledge of project/program planning systems, processes, lifecycles	✓
Ability to integrate, analyze and report on complex data	✓
Problem solving and analysis of delays, causes and performance	✓

What I bring to DEN:

I have a reputation for combining my experience in civil engineering with direct project management and site field experience to **develop, facilitate and consistently provide progress updates on programs**. I bring expertise and lessons learned from different industries including heavy civil infrastructure, environmental, building, mechanical and energy infrastructure projects and complex programs in the USA and globally. I have a firm understanding of the **codes, regulations and standards** governing project design and operations and am experienced in **schedule of values analysis, quality management and reporting** against root causes of delays and forecasting. I have directly overseen and managed multiple successful value engineering and constructability programs, saving millions for clients on individual projects through my ability to identify potential risks and liaise with stakeholders appropriately.

Execution of similar work in the past:

New Airport Terminal at Cork Airport (ORK), Cork, Ireland: I was the Construction Project Engineer for the



construction of a new terminal building, inclusive of three passenger air bridges, baggage handling systems and other ancillary buildings/structures. Key duties included assisting with estimating and take-offs, supporting with survey and layout work and **completing safety audits** to enable the early **identification of potential risks**. I also **oversaw subcontractor activities** including **earned value management** and **analysis of schedule of values**, as well as managing punch list closeouts and as-built drawings.

JFK International Airport and Newark Airport Project Controls, Port Authority NYNJ, USA: I was responsible for overseeing inspection services, constructability reviews, overall logistics and coordination of all work being delivered under the programs including overseeing **Building Information Modelling** technologies. My role included providing strategic **oversight and leadership of the Project Controls function** responsible for projects including design-build of new parking garages, airport terminals and substations, as well as construction of elevated roadways, utility infrastructure improvements and airfield modifications.

This included **overseeing e-change, budgets and cost/ performance against budgets and agreements**. I reviewed invoices and managed subconsultants through **systematic reporting and supporting processes**.

MCLB Albany Hurricane Recovery, US Naval Facilities Engineering Command, Albany, GA: I was directly responsible for the management and **oversight of RFI's and submittals**, managing the operations and **maintenance plans** and supporting with the project closeout and handover. I also oversaw the engineering and **project controls supporting the contractor** replacing canopy structure, repairing HVAC/electrical systems and performing roof replacements.

Brooklyn Bridge Rehabilitation of Arches & Towers, NYC Department of Transportation, New York, NY: As project principal, I delivered **pre- and post-construction survey work**, including completing scanning and photographic documentation of existing conditions and managing subcontractors. This supported **accurate reporting and decision-making at senior management levels**.

Compliance and Reporting Services, Belmont Park Redevelopment, Nassau County, NY: Acting as account principal, I

managed the delivery of the Memorandum of Environmental Commitments, **ensured compliance** with the Stormwater Pollution Prevention Plan, provided management and oversight of site inspections, managed the production and **QAQC of the reporting function**, and produced **OEM documentation**.

Anaklia Deep Sea Port, Anaklia, Republic of Georgia: As Chief Engineer for the project, I **provided leadership and oversight** of Port development and design process, managing the delivery of design and engineering aspects of the project. I **reviewed and analyzed** existing environmental impact assessments and geotechnical reports, **identifying discrepancies, requirements and risks**. I also developed and incorporated the existing conditions into the permitting requirements and **produced the baseline conditions reports and studies**.

I served as a **key liaison between a third party** design engineer, master planner, regulating agencies, and the government of Georgia to ensure all **key stakeholders remained engaged and informed as the project progressed**. This required accurate progress updates, identification of risks and delays and their root causes. To enable this,

I proactively **managed communications**, design coordination and feedback from the owner/consortium, while also managing and **issuing instructions to stakeholders to maintain performance** against the schedule.

From a commercial perspective, I managed the delivery of construction **cost estimating including design, feasibility and survey costs**, updating them as the design developed. I also managed the technical procurement activities for the project. This involved forecasting in conjunction with the client and establishing reporting protocols to maintain quality and accuracy.

My **combined experience and knowledge of project controls, commercial requirements and reporting** have been fundamental in enabling key project milestones to be successfully achieved.

To DEN, I bring a combination of engineering, controls, reporting and commercial expertise, enabling a best practice and systematic approach to reporting which will support decision-making.



Charl J. Neser

Estimating Lead



Qualifications & memberships:

- Bachelor of Science, Quantity Surveying, University of the Free State, South Africa
- Member, Royal Institution of Chartered Surveyors #1279586
- 2008 Certified Cost Professional #27172

Length of employment & specialty:

- 4 years: Connico
- 38 years expertise in estimating

Availability:

Immediately, full-time

Skills and knowledge

Production of estimates at all project stages from concept to independent design, including recommendations	✓
Negotiation of task orders, contracts and liaison with designers and contractors	✓
Program management services including developing cost solutions	✓
Senior stakeholder engagement including at Board level.	✓

What I bring to DEN:

I have 38 years of experience in the construction industry, specializing in **cost estimating, cost management, litigation support, quantity surveying, contractor reconciliation, value engineering/management, change order analyses, and project management** services. I am an aviation industry specialist with experience working with the **Denver Airport and international hub airports** across the USA.

I have worked on projects at more than 85 airports in last 10 years, including the following projects with DEN:

- Runway 17R-35L Pavement Rehabilitation
- Concourse C Center Core, part of Architectural Planning On-call
- Tunnel Sewer Project, part of Architectural On-call
- Runway Cost Validation, part of Airport Planning On-call

My expertise has made me a **leader in estimating approaches, providing scope of work development and cost management strategies**, and managing the quality and timeliness of project deliverables. This includes presenting estimates at **Board, senior leadership and delivery levels**.



Execution of similar work in the past:

Terminal Modernization Program at Pittsburgh International Airport (PIT), Pittsburgh, PA: The project included **cost estimating of several elements**, including retail, concessions, food court area, restrooms, escalators, new terminal, airline and airport support spaces, baggage, security, passenger and public circulation spaces, concourses, utilities, and other airport facilities.

I led the **development of estimating from concept stage** which included **budgetary estimates to independent design estimates** to support contract negotiations. Supporting this, I provided broader **program management services** including developing cost solutions to **resolve specific delivery challenges**.

Airfield and Terminal Modernization at Los Angeles International Airport (LAX), Los Angeles, CA: I provided **estimating services** that included existing pavement demolition, demolition and relocation of multiple structures, including a fuel farm; the construction of a new Taxiway D; new Concourse 0 and Apron Paving; Terminal 9 and Terminal Design Projects and Terminal Apron.

My responsibilities included **producing estimates from business case through to pre-tender**. The role involve **defining estimating processes, templates, data structures**. I ensured that the team was aligned with each stage of the development programme and provided a **high level of stakeholder engagement and feedback for continuous improvement**.

Terminal Modernization at Memphis International Airport (MEM), Memphis, TN: I was the **cost estimator for the multi-phased project** that included consolidating airline, food, beverage, and retail concessions into the B Concourse, as well as improvements.

I undertook **reviews of estimates produced by other estimating teams**, providing assurance that the estimating processes being followed by other teams and provided cost assurance against the Strategic Business Plan. I **reviewed independent design estimates** across all stages of the project and made **recommendations for achieving savings**.

Terminal Modernization at George Bush Intercontinental Airport (IAH), Houston, TX: I was responsible for giving IAH cost advice either in the form of **schematic early cost advice or fully-**

detailed cost estimates, which allowed project stakeholders to make **informed investment decisions**.

Project Elevate Concourse A Expansion at Gerald R. Ford International Airport (GRR), Grand Rapids, MI: I provided a **rough order of magnitude estimate for the project** that included expanding the existing Concourse A from 7 to 15 gates. The existing concourse remained as-is with only the exterior skin being removed and replaced with new exterior skin.

The new expansion of the concourse level was approximately 71,633SF. The existing apron level enclosed spaces remained as-is but, were expanded by approximately 26,268SF of interior space.

Taxiway Improvements Project at Greenville-Spartanburg International Airport (GSP), Greer, SC: As Cost Estimator, I was **entrusted with giving GSP cost advice either in the form of schematic early cost advice or fully detailed cost estimates**, which allowed project stakeholders to make informed investment decisions. This included **providing 'what if' cost scenarios, negotiating task orders, contracts and change orders to achieve competitive pricing**.

The project included milling and overlay of Taxiway L, Taxiway D, Taxiway G, and the reconstruction of Taxiway L5 and Taxiway L6.

The project was divided into the base bid and an additive alternative, with all work associated with milling, overlay, crack repair, replacement of disturbed pavement markings, full-depth taxiway reconstruction, and taxiway edge light demo and new lighting; as well as all work associated with removal and replacement of taxiway pavement markings outside limits of base bid construction. I actively **participated in bid preparation and produced a competitive, thorough, well-researched tender submission**

Terminal Enhancement at Louisville Muhammed Ali International Airport (SDF), Louisville, KY: I provided **rough order of magnitude estimating** for the project that included entry and unbound roadways with gateway entries and landside landscaping.

To DEN, I bring unrivalled aviation cost estimating experience and particular expertise to support the development of accurate baselines.



Chris Caddell

Risk Management Lead



Qualifications & memberships:

- BSc, Civil Engineering - Rice University
- MBA, University of Texas at Austin
- Professional Engineer, Civil, Texas
- PMI Project Management Professional
- AACE Certified Cost Professional
- AACE Decision & Risk Management Professional

Length of employment & specialty:

- 11 years: Turner & Townsend
- 33 years expertise in risk management

Availability:

Immediately, full-time

Skills and knowledge

Technical expertise in risk techniques, modelling, cost schedule risk analysis	✓
Experience of project controls, risk and opportunity management	✓
Strong stakeholder management and communication skills	✓
Ability to clearly explain risks to non-specialists	✓

What I bring to DEN:

I have over thirty years of risk management, project controls, planning, scheduling and claims analysis across **six continents** and within various industries including **aviation, oil & gas, utilities, manufacturing and transportation**.

I have a track record of providing **strategy and delivery level risk management** advisory including **conducting risk workshops** and cost and schedule risk analysis on more than **150 projects, varying in size from less than \$10m to more than \$10b**. As part of this, I have undertaken estimate and schedule reviews, determining key risk drivers, and potential variability in project outcomes.

I have diverse and extensive program-level expertise and undertake risk advisory with consideration of the broader program requirements. My experience in **project development, schedule, cost assurance, controls and claims avoidance** supports me in **developing robust risk mitigation strategies**.

Through my work on major programs, I am experienced in identifying, reporting and providing recommendations at delivery team, senior leadership and Board levels.



Execution of similar work in the past:

[Motiva – Polyethylene Project, Port](#)

[Arthur, TX](#): As Risk Lead, I was responsible for leading a team charged with the responsibility of creating a **customized, fit-for-purpose system** to roll out across major projects. The tailored processes included Risk Management Plans and Procedures, workstream risk registers, reporting dashboards, and risk templates. This required extensive stakeholder engagement to develop and establish the process that involved various cross-party workshops, as well as multiple benefit presentations on adopting the new system. I also provided best practice Risk Management training to project team members.

I was responsible for the qualitative cost and schedule risks analysis. This included providing schedule assurance reviews and controls analysis on initial targets and forecasts and developing the plans for projects and programs to mitigate risks.

[Methanex – G3 Project, Geismar, LA](#): I

was appointed to undertake **quantitative schedule risk analysis** for the \$1.4b methanol plant, which would join two existing methanol plants facilities into one.

This included undertaking **risk reviews** focused on interrogating existing risks, as well as identifying new risks, mitigations, assessing **quantitative risks and 'what-if' scenario analysis** in the lead up to major project milestones.

Repsol – Kurdamir-Topkhana

Development, Iraq: I was responsible for the production of the **project risk register and all activities enabling its accurate maintenance.** This included leading risk management reviews, assessing individual project risks and ensuring the maintenance of the register.

Columbia Pipeline – Leach Express

Pipeline, Ohio: I was responsible for the **quantitative cost and schedule risk analysis** including the **periodic review of threats and opportunities** across a multitude of workstreams, the implementation of **proactive mitigation actions** aligned to contingency management and Quantitative Schedule Risk Analysis to provide the client confidence in the project successfully delivering against key milestones.

I also provided **ad-hoc risk management support, including project risk set-up, process alignment, quantitative risk analysis and risk training.** I also assisted project teams with development of projects,

including **execution plans, contracting strategy, schedules, contractor selection, program standards, procedures, tools, and templates.**

OMV – Nawara Development, Tunisia:

Through facilitated risk workshops, I was responsible for **Schedule Risk Analysis** that provided **vital program insight** into expected delivery timescales vs. required vaccine production rates.

I also was responsible for the creation and presentation of periodic reports both **internally at program level within the project and externally to key stakeholders.** This included duties in managing the quality controls of the project's risk profile against the risk allowance and **Quantitative Schedule Risk Analysis** to scrutinize the Contractor's program and provide confidence in meeting key milestones.

CAMH Project, Toronto, Canada:

I supported the contractor, Carillion, with the pursuit of **additional compensation** from the design engineer for gross negligence, valued at ~\$20m. I provided schedule delay and acceleration analysis and participated in **formal mediation.**

Cairn India – Northern Rajasthan

Development, India: I conducted **Quantitative Cost Risk Analysis** to inform

project contingency and **Quantitative Schedule Risk Analysis** to challenge the project schedule and, where possible, build additional float into the schedule.

Chicoasen II Project, Chiapas, Mexico: A project to construct a new hydro-electric dam experienced numerous **disruptions and delays** during the civil work until the project was suspended.

I supported the contractor as the **expert witness** regarding the **calculation of impacts** due to the delay and disruption events. Duties included issuing a formal report regarding the **quantitative damages analysis** and testifying in a formal arbitration.

DFW Runway 18R Extension and High-Speed Exit E3 Project, Dallas, Texas:

I supported DFW with the **evaluation of the contractor's requests for compensation.** I issued **formal report regarding entitlement and quantitative damages analysis.**

To DEN, I bring substantial international experience and global best practices in risk analysis, management and mitigation, including vital what-if scenario analysis.



Christine Renée Monks

PMI Lead



Qualifications & memberships:

- Project Management Institute, PMP, Certificate #01497
- Oracle University Instructor
- Oracle P6 Implementation Specialist
- FAA Certificated Pilot and Instrument Flight Instructor

Length of employment & specialty:

- 35 years: Monks Project Solutions
- 45 years expertise in construction management

Availability:

Immediately

Skills and knowledge

Project management and controls process and strategy definition and leadership	✓
Controls platforms and software incl. Oracle Primavera P6 and Primavera Contract Management	✓
Data and knowledge management to enable 'single source of truth'	✓
Training and knowledge transfer approaches to embed requirements	✓

What I bring to DEN:

I am a construction management professional with experience in **planning/scheduling, project controls, estimating, and project/program management**. My broad **technical and managerial skills** enable me to successfully work with owners, subcontractors, general contractors, and large engineering firms.

I have a track record for enabling the **successful integration of contractor's program submissions** and the reporting of **critical milestones to ensure timely completion of projects**.

Designing and implementing complex systems requires a disciplined methodology to ensure that strategic, functional and tactical requirements are met. My methodology begins with the strategic, progresses to the functional and, finally, concludes with the tactical.

This framework produces detailed software that reflects the overall objectives and goals of the implementation and integration. It also reduces user pushback and minimizes required rework due to poorly defined requirements. I possess extensive experience facilitating teams using this process.



Execution of similar work in the past:

Multiple Projects, Missouri Department of Transportation (MoDOT), MO: I was the lead consultant for this engagement, which included a **lead schedule oversight role for two major MoDOT design-build projects**. The I-64 project at \$535m was the largest, single-highway project in MoDOT history, rebuilding 10 miles of I-64 in St. Louis, improving outdated interchanges and constructing the new Missouri River Bridge in Kansas City.

I provided expert review and assessment of the **Primavera critical path scheduling**, working with both MoDOT and its contractors to **improve the quality and effectiveness of their schedules and scheduling processes**.

RTD FasTracks, Denver, CO: Passed in 2004, the FasTracks initiative is a multi-billion-dollar program to build a regional light and commuter rail system in the Denver metropolitan area. The project includes 122 miles of light rail and commuter rail, 18 miles of Bus Rapid Transit and 57 new transit stations.



As the project lead, I assumed responsibility for **defining the project management processes and software configuration** around maintaining a **central owner-maintained Primavera P6 schedule database** to house all consultant and contractor schedules.

This ambitious approach envisioned a true '**single source of truth**' for the program, while **respecting the confidentiality** of each consultant's data from other consultants or contractors.

Too often in programs of this magnitude, each entity maintains its own data in silos resulting in multiple versions of the truth. FasTracks is the exception to this trend, and the program has benefited from the consolidation of data. I continue to **maintain the Primavera P6 system** and coordinate performance tuning and system upgrades.

Jeffco Public School District, Department of Construction

Management, Colorado: Jeffco Schools is the largest school district in Colorado and the 35th largest in the U.S. I brought the **strategic, technical and facilitation expertise** needed to update the department's vision, systems, tools and processes.

I led the MSP team to **successfully transform the department's budget, contract and schedule management processes** using **Oracle Primavera P6 and Primavera Contract Management** to create an **integrated PMIS**.

All capital **project and contract management** is now **centralized and standardized with automated processes, reporting and analysis**.

More recently, we **implemented fully automated integrations** between the Primavera EPPM systems and PeopleSoft accounting, positioning P6 as **the 'dashboard' for program and project management**.

We have also led a new implementation phase, leveraging the District's PMIS investment to **integrate program planning processes, improve cash flow forecasting, and automate fiscal-year financial reporting**.

DDR Corp (now SITE Centers), Ohio:

DDR is among the nation's largest retail property development/ management organizations with approximately 150 retail properties in the continental US, Puerto Rico and Brazil.

I led the team who worked with DDR to **implement an integrated P6 EPPM and Contract Management process providing portfolio-level dashboard access to real-time project forecast and performance indicators**.

This was a comprehensive effort from **strategic visioning through classroom user training**, which involved significant changes to existing project roles and responsibilities.

I developed a **custom, role-based training program**, complete with **hands-on exercises using scenarios and data from actual DDR projects**.

Training was carefully coordinated with production process roll out and provided for all roles, from application administrators to executive dashboard users. I delivered the training and instructed personnel over multiple training sessions.

For DEN, I will transform budgetary approaches and schedule management processes through leveraging software, lessons learned from other programs, and a thorough change management approach.



Jennifer Story

Document Control Lead



Qualifications & memberships:

- Commerce & Economics, University of Calgary
- BA, Mount Royal College
- Construction Industry Institute—Benchmarking
- Construction Industry Institute—Product Implementation

Length of employment & speciality:

- 10 years: Enso Professional Services
- 26 years expertise in document control

Availability:

Immediately, full-time

Skills and knowledge

Development of document control and quality strategies, systems, processes	✓
Managing teams of document controllers and information managers	✓
Championing document control to improve operational effectiveness	✓
Administration, training and compliance management of document control systems	✓

What I bring to DEN:

I bring 20+ years of experience in **document management, quality management, project management, and implementation analysis**. My strengths include team alignment and management, **quality assurance, auditing, and improving work procedures**.

I have a proven track record of **implementation, configuration and management of systems, software and protocols** that support effective decision-making and understanding at program and organizational levels. This includes liaising with stakeholders and **software developers** to develop and install project interfaces.

I am experienced in working with **senior leadership teams to understand information management needs** and develop effective strategies or protocols to ensure that **documents are consistently available to relevant stakeholders**.

I have a broad knowledge of **project and program construction and engineering requirements** having advised on installations and retrofits – beginning at inception through budgeting, scheduling, equipment coordination, testing, training, and installation,



by implementing specific requirements.

Execution of similar work in the past:

Quality Manager & Document Control Manager, Jacobs Engineering,

Edmonton, Canada: In this role, I was ultimately responsible for ensuring excellent performance on all aspects of a project, including engineering, design, and construction. I conducted **project initiation reviews and monthly project performance reviews** on all projects. This included development of the strategy and for the firm's Quality Assurance Programs.

In this role, I:

- Assisted in the recruitment, training, and **development of quality department personnel**.
- Provided positive direction, **solutions, implementations** and assistance to various personnel in improving **operational effectiveness** and efficiencies within all key construction activities.
- Actively participated in **Change Management** seeking improvement to the Quality and/or Work Procedure Manuals.

- Acted as key facilitator of Value Enhancing Practices and ensured that the **delivery of project documentation was both accurate and timely.**
- Ensured and monitored that project runs allocated in the inspection field.

Project Manager & QA Testing Team Leader, Accurate Business Systems, Calgary Alberta:

I supervised the management of installation teams and maintained the position of “**In-house Trainer**” for all technical trainers. This included acting as a **liaison between software developers** to develop and install software interfaces and being responsible for all projects – new installations and retrofits – beginning at inception through budgeting, scheduling, equipment coordination, testing, training, and installation, by implementing specific requirements.

I developed and measured implementation strategies that allowed team members to complete projects with the utmost success, organized and **facilitated all communication between the technical department and marketing/management**, and was fundamental in the development of in-house training material and **facilitating quality-training strategies.**

Firebag Program, Suncor, Fort Mackay,

Alberta: As Quality Manager and Document Control Liaison, I was responsible for document control of several distinct projects in parallel execution ranging from small projects support to expansion work at Suncor’s Firebag Facility.

In this role, I assisted in the implementation of Project Cornerstone, a business transformation process to streamline **hundreds of tools and document applications**. This included **managing teams of document controllers and information managers** and identifying opportunities for continuous improvement.

Third Lake Power Plant, ATCO Power, Fort Chipewyan, Alberta: I was the Quality Manager and Document Control Manager on a \$500m diesel-generated power plant project that was being constructed in a very remote location where logistics were largely reliant on a winter road.

In my role, I provided **full document control and record retention services** inline with ATCO Power’s rules and policies. Tasks included running and administrating the document control systems (including managing internal and external documents), checking compliance against protocols, maintaining a register of files and ensuring access across numerous stakeholders.

My duties also included communicating and managing contractors and subcontractors, and reporting compliance.

Southern Lights and Alberta Clipper, Enbridge Pipelines, Canada: I was the Quality Manager on a series of related projects comprised of NPS 36 pipelines at various locations across Canada and the USA, with new barrel tanks, receiving traps, pipe modifications, booster pumps, QA facilities, and custody transfer metering.

Oil Sands RCP 1.1, Petro-Canada, Alberta, Canada: This \$2.5b program included a Process Design Package for the Sulphur Block consisting of a single train Amine Tracking Unit, a two-train Sour Water Stripper Unit, and a two-train Sulphur Recovery Unit complete with sulphur degassing, storage and loadout. In my role as Document Control Champion, I was the **gatekeeper of document controls rules and procedures** and ensured commitment and support from internal and external stakeholders.

To DEN, I bring implementation, configuration and management expertise of document control approaches and systems, software and protocols.



**Lindsay
Mackay**
Scheduling Lead



Qualifications & memberships:

- BA (Hons) Business Management 2:1,
- APMG Earned Value Management, APMG Project Planning & Controls (Foundation levels)

Length of employment & specialty:

- 4 years: Turner & Townsend.
- 12 years expertise in scheduling, planning and reporting.

Availability:

Immediately, full-time

Skills and knowledge

Qualified scheduler, large scale aviation experience	✓
Knowledge of project/program planning systems, processes, lifecycles	✓
Ability to integrate, analyze and report on complex data	✓
Experience of engaging and influencing large stakeholder groups	✓

What I bring to DEN:

I am a lead scheduler with a track record for **driving planning and scheduling best practice**, reporting performance and **schedule integration across all elements** of client accounts. I have experience working on **major international hub airport projects**, in addition to experience in the oil & gas and high & manufacturing industries in the **USA, Canada and internationally**.

I routinely work with consultants, contractors and stakeholders to **establish schedule baselines**, measure performance and support decision-making through thorough and regular progress updates against **project baselines and KPIs**.

I am familiar with supporting **PMO** and supporting internal finance departments to develop cost loading schedules and additional information for funding requirements, including providing **Earned Value forecasting**.

Most recently, I established a preconstruction planning and scheduling service for a global data center program, which provided a true end-to-end scheduling function.



Execution of similar work in the past:

Heathrow Airports, Q6 Airside Landside Delivery, Lead Delivery Planning Consultant, London UK:

As part of the Q6 investment round, I led the planning team and worked across all projects in the Airside Landside Delivery team.

I also acted as Deputy Lead of the delivery team during reporting and routinely liaised with senior management and external stakeholders.

My responsibilities included analysis and **interrogation of contractor performance**, advising and guiding key decisions for high value projects regarding **forecasting, baselines and program interface**. As part of this, I examined contractor contract schedule baseline and monthly submissions and undertook performance monitoring.

I also led the implementation and assessment of change management and **risk management** reviews, leading and supporting the Planning team. This included **QA/QC of products**, and management interface meetings, **contractor reviews** and month-end client **reporting**.



Confidential Global High-Tech Client, San Francisco/Silicon Valley, US: Led the Program Planning and Scheduling service, which included **formulating and integrating a function-wide strategy for the service**. As a result, I successfully identified **business opportunity, negotiated scope of work** and driven recruitment to support the client as project needs flexed.

I also provided a **program integrity analysis service across client reporting**. This initiative aimed to **improve forecast accuracy** and build confidence with cost and time savings during data center construction.

As part of this program, I have **introduced best practice procedures and governance** across the discipline. This required collaboratively working with numerous **stakeholders** to understand various objectives and requests. The resulting processes and supporting materials have been applicable to each audience and well-received during the implementation process.

Apache North Sea, Petrofac, Senior Planning Engineer, Aberdeen, UK: I was the **Senior Project Planner from construction to close out** on the highly-successful Aviat Project. This project was a subsea tie-back for the Forties Alpha

Platform. During this time, I also managed two junior planners.

For this project, I created a **robust work breakdown structure** with the client which detailed our plan by system. My regular responsibilities included attending all project meetings both internally and externally and **creation of weekly planning** material based on progress updates, project change and amendments. The planning material I produced included **'look ahead' project plans, man-hour reports, histograms and procurement/work pack status** updates and **construction readiness** plans as well as S-curves.

I also created various trackers and registers which provided the engineering leads and focal points with a **valuable tool to submit their progress, monitor productivity and track change**. The detailed breakdown of work on the Aviat program was key in identifying project risk, incorporating change and assessing the impacts to project costs and the overall timeline.

Exxon Mobil, Worley Parsons, RDS, Hebron Greenfield Project, Senior Project Planner, St Johns, Canada: At RDS, I was the Senior Project Planner on the Exxon Mobil Hebron project. This was a

greenfield project.

My role was to **manage the detailed design plan and the procurement and expediting plan** on behalf of Worley Parsons, our Project Controls client.

I provided **weekly updates at package management reviews** and procurement meetings. I also led weekly update and progress meetings with the Engineering Leads and Project Manager, which created and nurtured effective working relationships.

Notably, I **implemented and monitored change** within the schedule and the creation of **monthly reports** for Project Management to **communicate any key areas of risk** within the schedule, productivity and man-hour statistics.

To DEN, I will bring multi-industry best practice tools, reporting procedures and leading approaches to ensure forecast and schedule accuracy and optimize decision-making.



Simone Gigli

Cost Lead



Qualifications & memberships:

- Master Degree in Mechanical Engineering
- CFA Level 1 exam passed
- CSCS, OSHA Construction Safety & Health
- APM certification in Earned Value Management

Length of employment & specialism:

- 6 years: Turner & Townsend.
- 15 years expertise: cost management

Availability:

Immediately, full-time

Skills and knowledge

Cost control including variance against baseline, forecasting and reporting	✓
Reporting on Earned Value and comparison of estimates against budget	✓
Stakeholder liaison including negotiation, documentation, reporting	✓
Comparison of estimates with budgets, cost and bid prices inc benchmarking	✓

What I bring to DEN:

I am an internationally experienced **PMO and cost lead**, with a depth of experience in **project controls, cost engineering and estimating, change management, planning and reporting and document control**. I have supported the fast-track of projects and set-up of project controls systems, and cost control strategies, **processes and procedures**.

My **international experience** working across both **aviation, transport and oil and gas sectors** has equipped me with an ability to **strategically plan and tactically deliver** in complex environments. I have a reputation for translating the big picture and program outcomes into **tangible plans and action to keep projects on time and on budget**.

I have a track record for helping clients develop and implement **cost control strategies** across their business portfolios; building **commercial capability** and enabling measurement of **variances at project and program level (including recommending corrective action)**.

I regularly liaise with delivery and senior management personnel in **subconsultants, contractors, PMO and controls functions**



Turner & Townsend

Execution of similar work in the past:

[Newark Airport, Terminal One Redevelopment, PANYNJ:](#)

I am the **project controls consultant lead** for the Port Authority of New York and New Jersey the EWR Newark Airport Terminal One Redevelopment Program (\$3.0b).

My duties include **overseeing program controls and contract management**, including the set-up of program **processes and procedures and the project execution plan**. As part of this, I **developed and reviewed the program schedule** including in consideration of fiscal year planning and **assessment of performance and expenditures vs the planned budget** for the fiscal year in addition to setting up the budget and forecast control processes.

At Newark Airport I have also set-up the **client change control system and change control reports**, including contractual interpretation of contractor's claims and the set-up of the risk & opportunity register.

[Heathrow Airport Ltd, Q6 Program, London \(UK\)](#)

In the role of Senior Project Controls Manager, I supervised the work of a 20+ strong team within project controls, planning, risk management and cost engineering.



I oversaw **cost estimating, and quantity surveying** for the assigned programs across multiple stages of the project lifecycle. This included **liaising with project managers, finance & Treasury and the Project Control Department Manager and PMO**.

In undertaking this role, I was responsible for the implementation of **Earned Value** techniques to assess the project performance and the project health (APM Earned Value certification acquired in 2015) in addition to **establishing project budgets** according to **cost account structure and cashflow management** requirements.

Ceona Amazon, Capex project, UK:

I was appointed the Project Controls Manager and Cost Control Manager for the construction of the new Vessel Ceona Amazon in the UK. In this role, I was responsible for **monitoring and reporting of actual cost** expenditures, committed purchase orders, estimates to completion and **forecasts at completion** in relation to the program budget, including narratives, variance analysis and **trend forecast** to **identify cost over-runs** that requires corrective actions.

My role involved the management of a number of key deadlines across multiple projects, as well as management of people

and interfaces between program and delivery teams.

Petrobras Eetrobras, PLSV delivery, Vitoria (Brazil):

I acted as Project Controls Manager and Cost Control Manager, for a pipe-lay support vessel charter based in Vitoria, Brazil.

In my role, I undertook the review of **supplier invoices and assessment of accruals** for works performed but not yet billed. I established **reporting processes** to provide **control and foresight into the commercial position**.

In addition, I was responsible for all **commercial matters** including change control, **compensation event assessment** and management of the **risk reduction process**.

ENI, ABO expansion, Lagos (Nigeria)

As Project Controls Manager and Cost Control Manager I was responsible for all **commercial and cost control** for multiple fast-track offshore installation projects.

As a member of the **leadership team**, I was responsible for enabling **critical co-ordination of multiple disciplinary functions** and process, as well as building **full transparency and trust with the**

contractor.

SABIC, SAFCO V, Jubail (Saudi Arabia)

I was Lead Cost Engineer / Deputy Project Controls Manager during the **Engineering and Procurement Phase**, home office based in Rome, in addition to working **on site in a hands-on role to manage cost and support claims avoidance** during the construction phase of a petrochemical Ammonia-Urea plant in Saudi Arabia.

Burullus Gas, Sequoia VII, Alexandria (Egypt)

My role as Lead Planning Engineer on site focused upon **strategy, the set-up and update** of the fabrication and installation **schedule** and the **progress measurement system** of a fast-track offshore project in deep and shallow waters.

WESTNET ENERGY, DBNGP, Perth (Australia)

Lead Planning Engineer on site responsible for the set-up and update of the installation **schedule** and the **progress measurement system** of a fast-track gas pipeline project.

I bring exceptional experience in developing, managing and reporting against aviation program schedules.



Guy Beaumont

Global Technology Reach Back



Qualifications & memberships:

- MSc Quantity Surveying
- International Certificate in Enterprise Risk Management (IRM Cert)
- Project Management Qualification (APM PMQ)
- International Institute of Business Analysis

Length of employment & specialty:

- 7 years: Turner & Townsend
- 13 years expertise in digital and data

Availability:

Immediately, As Required

Skills and knowledge

Digital Strategy and Transformation – developed the digital strategy	✓
Program Set-up for Digital – Developed the project controls integrated data framework	✓
Benchmarking – Developed a cross-organization benchmarking framework	✓
Applied Analytics – Developed a mechanism which allows Executives to make data driven decisions	✓

What I bring to DEN:

As a Director on Turner & Townsend's Technology team, my role is to **enhance the performance of construction programs by applying data, analytics and technology solutions**. In practice, this means **designing, developing and delivering solutions** that better connect the physical work and built assets to an **optimized digital management environment** and guiding organizations through digital transformation.

I am an active member of multiple think tanks and industry initiatives, such as the ICE, which is **setting the standard for digital transformation** in infrastructure.

Execution of similar work in the past:

Heathrow Airport Limited, Masterplan Benchmarking, London, UK: I led an **intensive data collection and analysis exercise** to provide comparative benchmark challenge to Heathrow's initial expansion program cost baseline.

I **developed industry best practice re-basing processes** and **developed assured benchmarks** for primary assets including direct and indirect costs. I worked in collaboration with and **presented to senior Heathrow stakeholders** to assure the early stage cost plan.



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Heathrow Airport Limited, Commercial and Performance Assurance, London, UK: I was responsible for the development and implementation of Heathrow's Q6 integrated performance framework which used a **combination of leading and lagging measures** to provide an objective view of performance.

This, combined with a performance forum, provided a **platform to build collective capability through Heathrow's extended enterprise**. I also supported the mobilization of Q6 and set the **cost settlement baseline**, **developed and implemented Heathrow's risk and actions management tool**, developed a **smart project gateway** planning and task management tool, and provided quarterly modelling of the portfolio inflation position to the Head of the PMO.

Dublin Airport Authority, Solutions Architecture and Digital Transformation Plan, Dublin, Ireland: I **documented the current program solutions architecture**, performed a gap analysis and worked with the teams to develop the target solutions architecture. This utilized a **digital transformation plan** that set out the development of a digital ecosystem to support delivery of a new capital investment program.

John Stretch

Global Estimating Reach Back



Qualifications & memberships:

- Post Graduate Award – Business Leadership
- Associate Member of the Chartered Institute of Building

Length of employment & specialty:

- 12 years: Turner & Townsend
- 36 years expertise in estimating

Availability:

Immediately, As Required

Skills and knowledge

Large-scale, complex estimating process and execution	✓
Cost feedback and establishing benchmarking parameters	✓
Cost Modelling, CAPEX and TOTEX	✓
Leadership and oversight on global best practice estimating services	✓

What I bring to DEN:

My core role within Turner & Townsend is to develop estimating capability and deliver estimating services globally.

The knowledge and experience gained from defining estimating processes for major programs and portfolios of work around the globe, working on behalf of contractors, clients and, now, Turner & Townsend gives me a special insight into understanding requirements.

I have a track record for interpreting strategic needs in alignment with the project lifecycle and other functions and operate at Board level. Most recently, I have developed several global benchmarking products which support estimating practices and clients to benchmark costs for varying asset types.

Execution of similar work in the past:

Heathrow Airport, Expansion Program, Baseline Integration & Assurance Lead, UK: Heathrow's ambitious expansion program required an agile and flexible cost planning tool to provide a mechanism for evaluation of options and demonstration of value for money to customers and stakeholders. I advised Heathrow on development of cost modelling techniques



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to create an integrated baseline. I also carried out assurance of the program estimate to support progression through Heathrow's gateway process.

In addition, as part of the Q6 program, I established an estimating bureau producing estimates from business case through to pre-tender. The role involved definition of defining estimating processes, templates and data structures.

[King Khaled International Airport Expansion, Riyadh, Commission](#)

Director, Saudi Arabia: I oversaw the production of the concept and reference design estimates for the expansion program. Our role as part of the design team required close partnerships with the architects to maintain the 'design to cost' budget.

[Chek Lap Kok International Airport, Passenger Terminal, Cargo Facility, MTR Station, Hong Kong, China:](#)

I was bid and estimating manager responsible for the production of tenders. Working as part of a consortium made up of John Laing International, Hip Hing and Spie Batignolles, I led a complex team to deliver tenders on these multi-billion-dollar projects. The budgets proved to be a valuable benchmark for the complexity of airport construction.

Mark Savage

Global Project
Controls Reach Back



Qualifications & memberships:

- Undergraduate Certificate Project Management (Lancaster University)
- Association of Project Management

Length of employment & specialty:

- 15 years: Turner & Townsend.
- 30 years expertise in global projects

Availability:

Immediately, As Required

Skills and knowledge

Project controls strategy development	✓
Maturity model development and deployment	✓
Top-down and bottom-up program and project planning	✓
Project and program reporting	✓

What I bring to DEN:

I currently lead the Global Project Controls function within Turner & Townsend. Having started my career as an engineer, I have worked through the role of Project Management, Business Management and finally into delivery of Major Project Control's organizational developments. As a member of our Global Infrastructure Board, I prioritize resourcing for programs and share global best practice across multiple projects.

Execution of similar work in the past:

Dublin Airport Authority (DAA), Dublin, Ireland: As Project Controls Lead, I delivered a step-change controls solution for the capital investment program:

- **Standardized planning, reporting, and change control** across the program.
- Standardized, controlled **information flow from key business management systems.**
- **Standardized controls tools** to ensure that the plan (schedule and cost) could be used as the single point of reference for all management information.
- **Enhanced business planning process** by ensuring the integrated program became the main feed into the process.



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High Speed 2 Ltd (HS2), UK: I was responsible for **establishing the controls model for this large-scale investment program in the UK.** Achievements included:

- Measuring the organization against a custom maturity model, focused on **achieving 25% improvement** over an 18-month period.
- **Defining the project controls model** for and ensuring the organization could demonstrate control multi-billion complex contracts to the Department for Transport.
- **Defining the systems strategy for the construction phase, setting the cost management systems** to work and defining cost control strategy.
- **Defining the reporting hierarchy** and formats to run the Phase 1 program.

Magnox Ltd, UK: As Project Controls Framework Manager, I **led the managed service to enhance and professionalize the Project Controls Function.**

This included building a maturity-led controls model which identified over \$100m of opportunity within the life of the program (17 years) through the build of '**lead and learn**' management techniques.

Mark Skjervem

PMO Advisory
Reach Back



Qualifications & memberships:

- Bachelor of Architecture, Urban Design
Texas Tech University
- Texas House of Representatives
Outstanding Achievement
- National Council of Architectural
Registration Boards (NCARB)

Length of employment & specialty:

- 1 years: Paslay Management Group
- 40 years expertise in project management

Availability:

Immediately, As Required

Skills and knowledge

Program leadership including design management and quality assurance	✓
Cost control including budget and schedule responsibility	✓
Senior stakeholder and Board level engage and liaison	✓

What I bring to DEN:

I have 40 years of experience in design, engineering, project management and construction management. In the last 30 years, I have concentrated on airport facility improvements and expansions. I am a **senior lead in the industry**, as recognized by the Texas House of Representatives Outstanding Achievement, and have responsibility for overall management of high-profile programs with **diverse stakeholder teams**.

Execution of similar work in the past:

Los Angeles World Airports (LAWA), Los Angeles, CA: Reporting to the LAWA Deputy Executive Director for Airport Development, my responsibilities include management of four specific elements of work, including airfield projects, infrastructure/ utility projects, terminal projects and tenant projects. Currently, I am **responsible for the overall management of the LAX Midfield Satellite Concourse, a \$1.6b program**.

New Doha International Airport, Project Director, Qatar: I was responsible for managing **design, construction, quality, safety, budget and schedule** for the client. This was a complex, multidisciplinary



program that comprised the design, construction, commissioning and handover for operational use of the north concourse, lounges and retail spaces.

LAX Airport, Tom Bradley International Terminal Redevelopment, Los Angeles, CA: I was responsible for the **overall program scope, which includes management of design and construction, project controls, quality assurance, safety, and contract management**. This program consisted of the modernization of all public areas and systems in the new 1MSF, \$1.9b Terminal.

Abu Dhabi Airport Expansion Program, Abu Dhabi, UAE: This multi-billion-dollar expansion program involves program management and construction management services. Services included design review; budget planning, and schedule control; value engineering; quality assurance; safety and security management; contract administration; claims assessments; risk assessments, contract closeout and warranty support; and facility startup and turnover. I was responsible for the **overall program scope, which included design management, project controls, quality assurance, safety, and contract management**.

Penny Roberts

Global Scheduling Reach Back



Qualifications & memberships:

- BSc. – Construction Management,
- MSc. – Risk Management

Length of employment & specialty:

- 14 years: Turner & Townsend
- 30 years expertise in scheduling

Availability:

Immediately, As Required

Skills and knowledge

Management of and reporting at Strategic/PMO level, as well as at Project level



Project controls, planning and risk management from first principles



Review and management of contractors' schedule and risk process



Resource and cost loading of schedules



What I bring to DEN:

I am a highly experienced construction professional and currently lead our **schedule and schedule risk management** practice globally. I have worked on **major aviation transformation programs** across multiple continents.

I have established a worldwide community of practice of more than **200 planning and scheduling professionals**. Comprising a **global center of excellence**, this group leads the development of our schedule benchmarking capability.

Execution of similar work in the past:

Singapore Changi Airport, Singapore, Asia: I led a multi-skilled team to deliver design management, project controls and BIM working alongside Changi. I was **responsible for delivering schedule and risk** as part of a larger team for the Third Runway and Terminal 5 program.

I supported the **design and implementation of the processes and systems to operate at program and project level** for the up-coming Third Runway and Terminal 5 program, doubling the capacity of the airport. I was specifically responsible for **schedule management and the integration with other disciplines, coding structures, level of detail and reporting outputs**.



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Hong Kong International Airport, Hong Kong, China: I led a team to **develop the procurement strategy, integrated master schedule and the risk management approach for the expansion program**. This included identification and quantification of risks and an action plan going forward for integrated and embedded risk management processes.

I **developed the master schedule** which included 650 hectares of land reclamation and associated seawall construction. The schedule included **sequencing of projects**, considering number of barges and quantity of materials needed.

Heathrow Terminal 2, UK: I was the Strategic planner for the Heathrow Terminal 2 redevelopment which included the demolition, and new build of the terminal, pier, taxiways, multi-story car park and associated infrastructure and airport systems in a live airport environment.

The role included **managing a team of planners** to deliver a consistent level of planning, **setting the processes and systems to achieve consistency and reporting across various projects** being undertaken by different contractors. I led **identification of stakeholders and interfaces** and produced the strategic program for forward forecasting to assist strategic decision making.

Andrea Martinez

Associate Director



Qualifications & memberships:

- M.A., International Administration
- Certification in Construction Management, Columbia University

Length of employment & specialty:

- 3 years: Turner & Townsend
- 9 years expertise in project and program management

Availability:

Immediately, full-time

Skills and knowledge

Cost control including variance against baseline, forecasting and reporting	✓
Stakeholder liaison including negotiation, documentation, report	✓
Cost control & project management strategies across portfolios	✓
Maintaining standards, processes, procedures for all reporting activities	✓

What I bring to DEN:

I am an experienced Project Manager, Program Manager and Construction professional with more than eight years of experience in **Aviation, Hospitality & Leisure, High Tech, Retail, and Multi-Use** projects.

Driven by my commitment to excellence and my ability to lead, I effectively **manage global projects from the ground up** to ensure goals are consistently exceeded.

I have an excellent understanding of the full development cycle and a track record of success working with **developers, architect teams, contractors, corporate planning teams and asset management personnel**.

Execution of similar work in the past:

Data Center Design & Construction

Program, Confidential Client, Global: I was the Program Manager for a Global team with projects in NAM, EMEA, LATAM, and APAC, managing a 15+ cross-functional team responsible for **Cost, Schedule and Project Management** for 100+ projects.

In this role, I was responsible for driving **program delivery and service improvements, providing stakeholder reporting and delivering process improvements and strategic planning**.



Turner & Townsend

Aviation/F&B, SSP America, USA and Canada: I provided project management services for the **construction of airport restaurants, cafes, and bars in airports throughout North America**.

In this capacity, I communicated Client goals and objectives with **airport and governmental organizations** in order to achieve mutually beneficial results.

I was also responsible for **cost estimating services** at the initial stages of project development and delivered reporting standards and guidelines for the D&C team to support decision-making.

Airports included:

- Toronto Pearson Airport
- Billy Bishop Toronto City Airport
- Montreal International Airport
- Ottawa International Airport
- Winnipeg International Airport
- Boston Logan International Airport
- Raleigh-Durham International Airport
- Tampa International Airport
- St. Petersburg-Clearwater Airport
- Miami International Airport
- John F. Kennedy Airport
- T.F. Green Airport

**Chris
McAtasney**
Associate Director
Cost Management



Qualifications & memberships:

- BSc Quantity Surveying
- Managing Successful Programs – Practitioner Qualification
- Diploma in Industrial Studies
- Member of the Royal Institution of Chartered Surveyors
- ACE Emerging Professional Finalist (2019), RICS Surveyor Finalist (2018)

Length of employment & specialty:

- 9 years: Turner & Townsend
- 10 years expertise in cost control/change

Availability:

Immediately, full-time

Skills and knowledge

Cost control including variance against baseline, forecasting and reporting	✓
Reporting on Earned Value and comparison of estimates against budget	✓
Stakeholder liaison including negotiation, documentation, reporting	✓
Comparison of estimates with budgets, cost and bid prices incl. benchmarking	✓

What I bring to DEN:

I am a highly motivated major capital program consultant, with experience in **major program setup, cost control, change management and claims avoidance**, as well as **pre- and post-contract service delivery**. I have worked on complex programs with **civil infrastructure, high tech and manufacturing**, and **real estate** clients in the **USA and internationally**.

I have a track record for helping clients develop and implement cost **control strategies** across their business portfolios; building **commercial capability** and enabling measurement of **variances at project and program level (including recommending corrective action)**. I regularly liaise with delivery and senior management personnel in **subconsultants, contractors, PMO and controls functions**.

Execution of similar work in the past:

Heathrow Airport, Q6 Program, UK: I was responsible for the **compilation, management and delivery of commercial documents** to achieve pre-contract lifecycle stages. My role involved the management of multiple key deadlines across several projects, as well as management of people and **interfaces between program and**



delivery teams. A key achievement was the **development of a customized cost model and commercial analysis matrix** for the procurement of a specialist system.

Main Works Commercial Integration, HS2, Birmingham UK: I provided commercial teams with contractual and commercial guidance, support and advice in the delivery of the ECI contracts. This involved supporting the **development of a new commercial model** for the construction phase of the program, which included the **development of the associated incentivization model** and developing the **associated contract documentation**. I also lead the development of key **commercial and contract guidance documents** as part of HS2's readiness for the delivery of the construction

Hi-Tech & Manufacturing, Confidential Global Client, USA: I was responsible for enabling the **wider stakeholder group to deliver successful commercial outcomes** across a large portfolio of work. I led a **team in developing cost management capability** which involves the **development and implementation of cost management tools, templates and processes**, as well as the development of a **parametric cost tool**.

Fernando Bartos

Senior Consultant
Scheduling



Qualifications & memberships:

- M.S. Construction Management
- B.S. Economics and Business Administration
- ORACLE Primavera P6 Certification
- OSHA
- Member of the AACEI

Length of employment & specialty:

- 7 years: Turner & Townsend.
- 15 years expertise in program controls

Availability:

Immediately, full-time

Skills and knowledge

Project and program control strategy development and execution	✓
Baseline schedule development including stakeholder engagement	✓
Project control platforms including Primavera P6 PPM, Microsoft Project	✓
Proactively helping teams to achieve positive outcomes and integrate	✓

What I bring to DEN:

I have worked on a variety of **complex and high-profile projects in the aviation, transportation, commercial property, utilities and data center sectors**. I excel in complex environments and provide clients with the necessary visibility into **program performance to enable informed and confident decision-making**. I am fluent in Portuguese, English and Spanish. I am a pragmatic professional with a positive attitude.

Execution of similar work in the past:

San Francisco International Airport (SFO) San Francisco, CA: As Program Lead Scheduler, I conducted **monthly reviews of (design builder) contractors schedule** for accuracy and robustness.

I also reviewed **QSRA to quantify schedule risk, supported the development of the ORAT Risk management process** and contractor schedule coordination, and led monthly and weekly meetings and update reports submitted by the contractors. I provided additional support to the **project management support services** team with all project controls needs.

Dallas Fort-Worth International Airport (DFW), Dallas, TX: As Lead Scheduler, I



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assisted in the **development and implementation of the project controls office** to the airport capital program. Responsibilities included developing program-wide WBS and CBS, program gateway process, KPIs, program baseline schedule, project schedules, manuals, processes, tools and templates, and cost and schedule reporting.

I also tracked and forecasted project cost, phasing and phase gates for different project deliverables using **Primavera P6 PPM**.

Norberto Odebrecht-Tocumen International Airport Panama City, Panama:

As Project Planning/Scheduler, my responsibilities included **developing the master baseline schedule** for the airport expansion program. Duties included the development of **program baseline schedule** (Spanish/English), **time impact analysis**, development of multiple schedules, review contract drawings and attendance at project engineering meetings.

I also **developed a monitoring system** for the field team to use and **developed schedules using Microsoft Project 2013** by working closely with the project planning manager and all other departments to ensure **clear understanding of the airport project schedule deliverables**.

Lewis Rand
Associate Director
Cost Management



Qualifications & memberships:

- BSc (Hons) Quantity Surveying
- 10Hr OSHA Training
- Member of the Royal Institution of Chartered Surveyors

Length of employment & specialty:

- 7 years: Turner & Townsend.
- 10 years expertise in cost and contract management, change control

Availability:

Immediately, full-time

Skills and knowledge

Driving efficiencies and improvements across the lifecycle	✓
Managing, leading high-performance teams at portfolio and program levels	✓
Commercial, cost management specialist incl. commercial negotiations, governance	✓
Experience of engaging and influencing large stakeholder groups	✓

What I bring to DEN:

I provide **front end strategic planning and cost evaluation** advisory, to commercial closeout and asset capitalization. I instill a **proactive cost management culture** with clients through the implementation of tools, processes and procedures to **gain foresight and control** over project delivery, in a **systematic and data-driven way**.

My experience working on airport projects across the **USA, Europe and internationally** means that I understand the complex airport environment, breadth of stakeholder involvement and importance of **recording and negotiating changes to project costs**. This experience has enabled me to **proactively mitigate potential commercial impacts** and identify risks to enable consistent cost control.

Execution of similar work in the past:

Princess Juliana Int'l Airport, Terminal rehabilitation, St. Maarten, Caribbean: I managed cost estimating, including being responsible for delivering a **full class 3 estimate based on 60% design scope**, and rough order or magnitude estimates for numerous **value engineered** solutions.

Lima Airport Expansion Program, Lima, Peru: I led a **capabilities review** of the



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existing cost and commercial team, leading **the organization transformation** and creating roles and responsibility matrices. This included producing process flows, **procedures and rules for cost and controls management**, defining the **cost breakdown and work breakdown structures** and working with software specialists to ensure **digital workflows** were compliant.

Heathrow Q6 Program, London, UK: I was the lead Contract Manager responsible for the commercial management of 11 projects, worth in excess of £130m. I was responsible for **pre- and post-contract negotiation, evaluation and management**. I had full responsibility for producing contract documentation and advising on the **optimum contracting strategy to maximize commercial benefit**. I enhanced the contractual control of all the projects, closed out historical change, and **established reporting processes** to provide control and foresight into the commercial position.

California High Speed Rail, Fresno, CA: I provided commercial support focused on processes and procedures and produced a **change management procedure** inline with the authorities' delegation of authority. I also created a **project-level dashboard and reporting templates** to drive consistency.

Louise Curran

Senior Consultant
Reporting



Qualifications & memberships:

- MSc Quantity Surveying
- MRICS

Length of employment & specialty:

- 8 years: Turner & Townsend.
- 8 years expertise in reporting

Availability:

Immediately, full-time

Skills and knowledge

Cost control including variance against baseline, forecasting and reporting	✓
Reporting on Earned Value and comparison of estimates against budget	✓
Stakeholder liaison including negotiation, documentation, reporting	✓
Comparison of estimates with budgets, cost and bid prices incl. benchmarking	✓
Development and implementation of cost management tools, templates and processes	✓
Mentoring and coaching junior cost management professionals	✓

What I bring to DEN:

As a Chartered Surveyor, I understand the important role of **cost and commercial controls** in demonstrating to the client their progress toward completing their projects on time and on budget, as well as to achieving value for money.

Execution of similar work in the past:

[Heathrow Airport Limited, T2 replacement and capital logistics, Heathrow, UK:](#)

As Commercial Manager, I effectively **administered contracts, reported on cost, implemented cost controls, and conducted tender analysis and benchmarking**. In addition, I administered **contract change and payment applications under NEC and customized contracts**, and updated **month-end cost reports**.

A key achievement included **procuring and administering the contract for trial projects as part of the Operational Readiness program** for the new terminal, as well as escalating to **management high-risk contracts** in the commercial close out process so that these could be managed effectively.

I also performed an estimating role, using design drawings to update the cost plan and cost reports.



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[Greater Toronto Airports Authority, Project Management Office \(PMO\), Canada:](#)

As the Portfolio Controls Specialist working across multiple workstreams, I supported the construction team in delivery of the portfolio. I advised on supplier shortlists for project tenders, defined the general contractor relationship management strategy and was central to its implementation. I also tracked metrics around the prequalified supply chain and provided feedback to the leadership team.

I have added value to the team by creating a **library of standardized tender technical evaluation criteria** to facilitate more objective tender evaluations that are both measurable and auditable. Other improvements included **training** Project Managers, Coordinators and Managers on the new portfolio and project management tool, as well as new controls tools incorporated in the Project Management Framework.

[Vancouver Airport Authority, CORE Project, Canada:](#)

I was responsible for **monthly reporting** on the project costs, providing ad-hoc reports on costs tailored to different stakeholders, reviewing the **monthly payment applications and assessing these, and managing drawdown from contingency**.

**Marcella
Taylor**
Senior Consultant
Risk Management



Qualifications & memberships:

- BA, Risk Management
- IAM Certificate in Asset Management
- Institute of Asset Management - Associate
- Institute of Risk Management - Affiliate
- Project Management Institute - Affiliate

Length of employment & specialty:

- 5 years: Turner & Townsend.
- 19 years expertise in program management

Availability:

Immediately, full-time

Skills and knowledge

Developed and implemented a programme wide risk management framework.



Identification of opportunities to reduce or prevent schedule delays



Structured approach to risk identification & management



Implemented **knowledge transfer** by training internal teams and contractors



What I bring to DEN:

I am a program delivery, program controls and asset management specialist. I have a track record of accomplishment working within the aviation, utilities and real estate sectors in the USA, Asia and UK. I specialize in risk, value and benefits management.

Execution of similar work in the past:

San Francisco International Airport (SFO), San Francisco, CA: I worked with the client to develop and implement industry processes and procedures within the PMO office to aid successful, on time delivery of the phased construction project.

Working hands-on with the team, I:

- Implemented a **structured approach to risk and opportunity identification and management**, providing certainty in delivery plans and contingency allocation, and identifying areas requiring more focused intervention.
- Provided ongoing mentorship for continual improvement, while reviewing, developing and implementing the Commissioning team's process and procedures for the Operational Readiness, Activation and



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Transition (ORAT) tests.

Hong Kong International Airport, (HKJ), Hong Kong, China: As Senior Consultant on the \$14b Three Runway System Master Plan project, I:

- Developed and implemented a **program risk management framework**.
- **Facilitated workshops with multiple stakeholders** and external consultants to **identified threats and opportunities**.
- Created and developed the **preliminary master risk registers** for land formation, new terminal build and airfield systems.
- Provided **strategic guidance** and developed **management reports** to aid in decision-making.
- Led **engagement** with multiple stakeholders ranging from Senior Members of HKIA and numerous GC's also working on the masterplan.

Heathrow Airport Ltd, London, UK: I was one of the initial team members setting up the **Program Management Office** on the Heathrow Q6 program, consisting of £4.2m of projects spread over a five-year regulatory period.

Aubry Pridham

Senior Consultant
Estimating



Qualifications & memberships:

- B.A. – Business Administration, University of North Texas
- American Society of Professional Estimators (ASPE) – Member

Length of employment & specialty:

- 4 years: Aguirre Project Resources LLC
- 35 years expertise in estimating

Availability:

Immediately, full-time

Skills and knowledge

Production of estimates at all project stages from concept to independent design, including recommendations	✓
Cost feedback and establishing benchmarking parameters	✓
Negotiation of task orders, contracts and liaison with designers and contractors	✓
Program management services including developing cost solutions	✓
Senior stakeholder engagement including at Board level.	✓

What I bring to DEN:

I am an experienced Chief Estimator with a track record of **defining estimating processes for major programs**, working on behalf of contractors and **airport owners, operators and airlines**.

I develop **cost modelling approaches** and carry out **estimating to support projects to progress through design, budget and governance**. Supporting this, I provided broader **program management services**, including developing cost solutions to **resolve varied challenges** to facilitate the successful delivery of a project.

Execution of similar work in the past:

Airside D Terminal at Tampa

International Airport (TPA), Tampa, FL:

I completed program validation for the New Airside D Terminal with ten (10) gates with international capability and six (6) domestic. The terminal will have a new consolidated security checkpoint, CBP building and People Mover system.

Aviation Planning and Programming Consultant Services, Miami-Dade Aviation Dept. (MDAD), Miami, FL:

MDAD is undertaking improvements to MIA airport facilities and infrastructure. The masterplan



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april
aguirre
project
resources

has several large-scale capital programs under consideration for development over the next decade. This includes programs for terminal (concourse) optimizations, central terminal redevelopment, airfield reconstruction, new utilities, and several public-private developments. I was responsible for developing the **conceptual estimate, contingency analysis, escalation analysis, constructability, sequence of work, alternative option analysis, reconciliations, and cash flows projections to support MDAD planning and project controls**. I liaise with senior management to support **business decisions, prioritizations, and lease agreements**.

American Airlines Terminal

Modernization Program at PHL Airport, Philadelphia, PA:

A key element of American Airlines' vision for its Philadelphia hub is the creation of a new 'Front Door' through which customers will experience optimum services with the introduction and utilization of efficient, updated, streamlined and sustainable systems. I was tasked to **estimate and reconcile schematic, design development, and final design phase packages** in support of the program management team.

Augusto Lizarazo

Senior Consultant
Estimating



Qualifications & memberships:

- B.S., Civil Engineering, De La Salle University
- Project Management, Javeriana University
- Cost Control Seminar, De La Salle University
- American Association of Cost Engineers International

Length of employment & specialty:

- 2 years: Aguirre Project Resources LLC
- 20 years expertise as an estimator

Availability:

Immediately, full-time

Skills and knowledge

Production of estimates at all project stages from concept to independent design, including recommendations	✓
Negotiation of task orders, contracts and liaison with designers and contractors	✓
Program management services including developing cost solutions	✓
Operational management to drive collaboration, and productivity	✓

What I bring to DEN:

With a background in Civil Engineering and studies in Cost Control and Project Management, I am experienced in **managing all facets of daily estimating operations and business operations.**

I have broad **aviation and transport industry experience** enabling me to bring lessons learned to DEN. My experience includes successfully leading the **Change Order Management** on projects ranging from a \$370m Elevated Rail Connector to a \$2.9b Airport Capital Improvement Program.

Execution of similar work in the past:

Dallas Fort Worth Airport (DFW) Infrastructure Development Program, Dallas, TX: Retained to develop cost estimates and schedules and provide cost and schedule management for Infrastructure Division capital projects.

I was responsible for **producing estimates at planning, budget request, design, and construction phases** for assets across the entire airport property. Projects included: Terminal Renewal and Improvement Program, TEXRail Station, DART Station, Rehabilitation of Landside Roadways



Bridges and Storm Sewers, Snow & Ice Campus, Rental Car Center Garage, Skylink Station Elevators, International Parkway Signage, Hardening of Assets, DPS Fire Stations 1-5, Terminal Inverters and hundreds of other projects.

North Terminal Development NTE, Miami International Airport (MIA): For the complete North Terminal renovation and addition at MIA Airport, my responsibilities included **producing estimates from business case through to pre-tender**. The role involved **defining estimating processes, templates, data structures**. I also ensured that the team was aligned with each stage of the development program and provided **a high level of stakeholder engagement and feedback for continuous improvement**.

Airport Link Metrorail Phase I, Miami, FL: For the 2.6-mile elevated Metrorail extension, complete with new 800LF station and airport connector, I undertook **reviews of estimates produced by other estimating teams** and assured that estimating processes were being followed. I **reviewed independent design estimates** across all stages of the project and made **recommendations for achieving savings**.

Billy T. Ben

Consultant
Document Controls



Qualifications & memberships:

- MS Progress, Construction Management, NYU Tandon School of Engineering, New York, NY
- BS, General Engineering, New York University, Abu Dhabi
- Procore Engineer Certification, Procore Admin Certification, Procore Project Manager (Project Financials) Certification

Length of employment & specialty:

- 1 year: Enovate
- 4 years experience in document control

Availability:

Immediately, full-time

Skills and knowledge

Administration of document control systems and records	✓
Reporting of compliance with document and safety protocols and processes	✓
Project controls support including maintenance of risk registers	✓
Reviewing of RFIs, proposals and payments for compliance	✓

What I bring to DEN:

I am an experienced document control professional with a track record of **administering and managing document systems**, providing project controls support, liaising with external stakeholders and reporting progress. I have also provided **construction and safety oversight services onsite** and reported contractor compliance at delivery and senior leadership levels.

Execution of similar work in the past:

MSC Cruises Terminal at Port Miami, Miami, FL: I was the Project Administrator/ Invoice Manager and Technical Lead for all Sharepoint, Oracle, and Project Information Management Systems to ensure **project deliverables are accurately tracked, organized, stored, and completed**. My role included maintenance of the **Oracle Submittal Exchange** system for document control and administration of the **invoice management system for budget and cost control** on the project.

Reconstruction of Baruch College Plaza, NYC Department of Design and Construction (NYCDDC), New York, NY: I worked as Assistant Office Engineer/ Construction Engineer and



supervised the reconstruction, including monitoring the contractor to **ensure compliance with NYCDDC requirements**. I reviewed RFI submittals and shop drawings and processed payments for work completed by the contractor and subcontractor using the NYCDDC PIMS Professional Payment Management. My role also included **reviewing and processing change order items**, writing daily reports and conducting ACI Level 1 concrete tests.

Rehabilitation of Madison Avenue Bridge over Harlem River, NYC Department of Transportation (NYCDOT), New York, NY: The Contract involved the rehabilitation of bridge span drive machinery, bearings, centering locks, machinery, electrically operated brakes, shafts, couplings, PLC's, and MCC's. I worked as Assistant Office Engineer/ Construction Engineer and supervised electrical and mechanical repair work to ensure contractor compliance with NYCDOT standards.

My duties included reviewing shop drawings, RFIs, submittals and process payments for work completed by both contractor and subcontractor using the MURK 1 System as per NYCDOT standards.

Bradley Barnett

Senior Consultant
Document Control



Qualifications & memberships:

- Bachelor of Science - Construction Management, Michigan State University, East Lansing, MI,
- AACE International - Constructor Qualification Examination Level 1
- Primavera Contract Management and Project EPPM (P6)

Length of employment & specialty:

- 6 years: Orcas Project Controls
- 18 years expertise in project controls

Availability:

Immediately, full-time

Skills and knowledge

Development, implementation and maintenance of construction schedules	✓
Cost forecasting, scheduling and Earned Value management and reporting	✓
Weekly/periodic schedule updates for all stages of the program lifecycle	✓
Development of baseline schedule, work breakdown structure and templates	✓

What I bring to DEN:

I am a construction management professional with experience in **planning/scheduling, project controls, estimating, and project/program management**. My broad **technical and managerial skills** enable me to work with owners, subcontractors, general contractors, and large engineering firms. I have track record for enabling the **successful integration of contractor's program submissions** and reporting of **critical project milestones to ensure timely delivery**. As a result of my past work in **Denver and across Colorado**, I am experienced and familiar with **City contracts, protocols and processes**. I have executed **PMIS implementations** and acted as **PMIS Administrator**.

Execution of similar work in the past:

University of Colorado Health Tower 3 Expansion, Denver, CO: I developed, implemented and maintained a **detailed construction schedule across all phases** for mechanical scope of work for a new 13-story hospital tower building. I worked in a fully integrated project team both onsite and remotely. My responsibilities included



levelling the resource **man hour-loaded schedule** and providing **weekly/periodic schedule updates** for design, fabrication, procurement, submittals, equipment setting, construction, start-up and commissioning. I also tracked actual man hours for **earned value analysis** and undertook **schedule reporting** for project management and field level personnel.

Stanford Linear Accelerator Project, Palo Alto, CA: As lead planner, I developed, implemented and maintained a detailed construction schedule across all phases and scopes of work. My duties included **weekly/periodic schedule updates and construction, start-up and owner commissioning**. I also provided **critical, near critical and multiple critical path analysis** for project completion and phase milestones and completed **schedule acceleration and optimization**, including resequencing, resource levelling and assignments, and productivity.

AstraZeneca Upgrade Construction Project, Boulder, CO: Served as the **Lead Cost Engineer**, reporting into the Owner's Site Project Controls team and supporting the **full range of cost engineering duties**.

**Khaled
Mohamed**
Consultant
Cost Management



Qualifications & memberships:

- BS, Civil Engineering, NYU Polytechnic School of Engineering
- Autodesk AutoCAD
- Bluebeam Revu
- Autodesk Inventor
- OSHA 10 & 30 Hour Training
- FEMA IS-00632.a. Introduction to Debris Operations

Length of employment & specialty:

- 2 years: Enovate
- 7 years expertise in cost control, reporting

Availability:

Immediately, full-time

Skills and knowledge

Cost control including variance against baseline, forecasting and reporting	✓
Reporting on Earned Value and comparison of estimates against budget	✓
Stakeholder liaison including negotiation, documentation, reporting	✓
Comparison of estimates with budgets, cost and bid prices incl. benchmarking	✓

What I bring to DEN:

I am experienced in managing scope, budget and schedule while also performing the work safely. I bring a unique perspective to cost control as a result of my **diverse experience working with public agencies, including the JFK Redevelopment Program and the Newark Terminal One Program, and the Metropolitan Transit Authority.**

I have led **cost control management teams and provided budget tracking** for 16+ consultants. This includes undertaking **analysis of metrics, cost saving measures, detailed and specialized reporting, and software integration to accurately manage contracts and budgets.**

Execution of similar work in the past:

JFK International Airport Redevelopment Program, Port Authority NYNJ, Queens, NY: As Project Controls Manager, I oversaw **consultant management/administration processes.** I also created and **manage automated system for capturing all charges** on the Program, provided **invoice management** and **tracked budgets** based on varied metrics, including design/construction activities, charge codes, dates, agreement/contract numbers, hours, firm multipliers,



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raw and loaded hourly rates, and overall costs.

I used various ledger systems, including **SAP, Salesforce, BST**, to compile raw data in order to **produce accurate reporting** and examine overall health. I also analyzed data to **forecast future invoices** and spending and use this information to alert the Agency of ongoing budget needs.

Terminal One Redevelopment Program, Newark International Airport (EWR) - Port Authority NYNJ, Newark, NJ: I

analyzed data to forecast future invoices and spending and used this information to **alert the Agency to replenish budgets.** My duties also included:

- Reviewing sub-consultant invoices to verify earned value against invoiced amount.
- Tracking submittal & RFI logs to ensure firm is upholding contractual obligations.
- Monitoring project earned value against revenue to ensure project scope requirements are completed in line with spending.
- Coordinating with Project Accountants to ensure correct and timely generation and transmittal of invoices.

**Lisa
Heckendorn -
Blake**
Associate Director
Scheduling



Qualifications & memberships:

- Bachelor of Science, Chemical Engineering, Grove City College, Grove City, PA
- Project Management Professional Certification

Length of employment & specialty:

- 9 years: Connico
- 40 years expertise in planning/scheduling

Availability:

Immediately, full-time

Skills and knowledge

Qualified scheduler, large scale aviation experience	✓
Knowledge of project/program planning systems, processes, lifecycles	✓
Ability to integrate, analyze and report on complex data	✓
Experience of engaging and influencing large stakeholder groups	✓
Monthly reporting to communicate key areas of risk within schedules	✓

What I bring to DEN:

I have 40 years of experience in **planning, scheduling, budget development, cost/change management, construction management, and team coordination**.

I have a reputation for **high-performance under complicated schedules** requiring completion by a fixed deadline. I have worked at more than **60 different aviation facilities in the last 10 years**.

Execution of similar work in the past:

Airfield and Terminal Modernization at Los Angeles International Airport (LAX), Los Angeles, CA: I provided scheduling/phasing for the project, which included the demolition and relocation of multiple structures including a fuel farm; the construction of new exit and connector taxiways; the construction of a new Taxiway D; new Concourse 0 Terminal Design and Apron Paving. My responsibilities included analysis and **interrogation of contractor performance**, advising and guiding key decisions for these high priority projects.

Terminal Modernization at Memphis International Airport (MEM), Memphis, TN: I provided construction scheduling for



this multi-phased project at Memphis International Airport. The project included the removal of the south ends of the A and C Concourses to allow for unobstructed access by aircraft to the entire B Concourse, as well as roof replacement work.

My responsibilities included working as part of the **delivery team during reporting** and **routinely liaising with senior management and external stakeholders**.

Runway 3L-21R and Associated Taxiways Reconstruction at Detroit Metropolitan Airport (DTW), Detroit, MI: I provided **scheduling for the project** that included the reconstruction of Runway 3L-21R with more than 450,000 square yards of pavement, including associated taxiways. Also included in the project were portions of the Runway 3L De-icing Pad (also known as P-P De-ice Pad), as well as a new centralized de-icing pad that is being designed parallel with the runway.

I implemented and monitored change within the schedule and the creation of **monthly reports** for Project Management to **communicate any key areas of risk** within the schedule, productivity and man-hour statistics.

Mark Tayy

Director
Scheduling



Qualifications & memberships:

- MS, Construction Engineering & Management – In Progress
- BS, Civil Engineering Technology, Baghdad, Iraq

Length of employment & specialty:

- 1 year: Enovate
- 17 years expertise in scheduling

Availability:

Immediately, full-time

Skills and knowledge

Qualified scheduler, large-scale aviation experience	✓
Extensive knowledge of scheduling software incl. Oracle Primavera P6 & Microsoft Project	✓
Knowledge of project/program planning systems, processes, lifecycles	✓
Ability to integrate, analyze and report on complex data	✓
Experience of engaging and influencing large stakeholder groups	✓

What I bring to DEN:

I have 17 years of experience in review and **analysis of schedules and claims, quality & safety assurance, cost & schedule project controls, assets management, and procurement**. I have worked on numerous infrastructure projects including **airports, industrial facilities, roads & highway upgrades, water/wastewater treatment plants & networks, and transportation systems**. I have extensive **schedule management** experience, with a strong mastery of several **scheduling software including Oracle Primavera P6 and Microsoft Project**, and a major emphasis in **developing and maintaining resource loaded project schedules**.

Execution of similar work in the past:

PMO Oversight for the NJ Transit State of Good Repairs Program, Newark, NJ: Supported the PMO in **conducting facility inspections on 200+ facilities**, as per FTA requirements, preparing reports based on these inspections, and providing analyses to make decisions on future projects for repair work, rehabilitations, upgrades and enhancements.

I was responsible for **program management**



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processes and monitoring of the whole life cycle of the facility from the asset condition assessment phase thru the **planning phase, delivery phase, and closeout**.

Essential work functions included **procurement management** for externally-procured engineering and construction activities and resource/staff management for both internal and external staffing teams. I also managed **program management information systems – Oracle Primavera, MS Project, E-builder – and report management including progress reporting, executive briefings, dashboards and scorecards, with performance metrics such as EV, PV, AC, CPI, SPI, CV, and SV**.

George Washington Bridge Capital & Operation Construction Program, Port Authority of NYNJ:

My role involved providing **multi-discipline civil and structural construction management support** specifically related to rehabilitation of bridges and related approach and departure structures, including structural steel, suspension bridge structural elements, piers, pre-cast concrete elements, deck and roadway, signage structures, electrical and electronic systems, and construction staging to maintain existing bridge operations.

**Michael G.
Feeaney**
Senior Consultant
Estimator



Qualifications & memberships:

- Bachelor of Science, Civil Engineering, University of Tennessee
- Master of Science in Civil Engineering, Construction Engineering, University of Washington
- Engineering Intern #33821
- Tennessee Department of Environment and Conservation # 144567

Length of employment & specialty:

- 4 years: Connico
- 4 years of expertise in estimating

Availability:

Immediately, full-time

Skills and knowledge

- | | |
|---|---|
| Production of estimates at all project stages from concept to independent design, including recommendations | ✓ |
| Negotiation of task orders, contracts and liaison with designers and contractors | ✓ |
| Program management services including developing cost solutions | ✓ |

What I bring to DEN:

I am a certified civil engineer focused on developing **cost estimates, value integration, onsite construction administration, and systems analysis**.

Execution of similar work in the past:

Airfield and Terminal Modernization at Los Angeles International Airport (LAX), Los Angeles, CA: I supported the production of estimates at multiple project stages – including concept, design and budgetary estimates. I supported the negotiation of task orders and undertook contract reviews. I provided estimating services for the project that included the demolition of existing pavement; the demolition and relocation of multiple structures including a fuel farm; the construction of new exit and connector taxiways; the construction of a new Taxiway D; new Concourse 0 Terminal Design and Apron Paving; Terminal 9 Enabling Projects, Terminal, Apron, Roadway Concepts and Airfield Improvements; Terminal / Concourse 9 Preliminary Enabling Projects; and New Terminal 9 Parking Deck and Apron.

Runway 3L-21R and Associated Taxiways Reconstruction at Detroit Metropolitan



Wayne County Airport (DTW), Detroit, MI: I provided estimating and on-site construction administration for the project that included the reconstruction of Runway 3L-21R with more than 450,000 square yards of pavement, including associated taxiways. Also included are portions of the Runway 3L De-icing Pad (also known as P-P De-ice Pad), as well as a new centralized de-icing pad that is being designed parallel with the runway. I reviewed **change orders to identify potential savings and supported negotiation** with designers and contractors as part of **on-site construction contract administration**.

Terminal Modernization Program at Pittsburgh International Airport (PIT), Pittsburgh, PA: I provided **estimating services** for the project that included several elements, such as retail, concessions, food court area, restrooms, escalators, new terminal, airline and airport support spaces, baggage, security, passenger and public circulation spaces, concourses, utilities, roadways, bridges, wayfinding, and a multi-modal complex with parking lots, garage facility, customer service building, passenger walkway and quick-turn-around facility.

March 22, 2021



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Denver International Airport

Request for Proposals # 202157567

On-Call Project Controls Services



making the **difference**

Table of contents

Proposal narrative

1. Cover letter
2. Cost effectiveness
3. PMO strategy
4. Key personnel & staffing
 - i. Core team resumes
5. Integration with QC
6. Reporting
7. Company experience and qualifications
8. MWBE utilization plan

Forms - uploaded separately

1. Attachment 2, Part 1
2. Attachment 2, Part 2
3. Attachment 2, Part 3
4. DSBO Commitment
5. DSBO Form 1B, List of proposed subconsultants
6. W-9, Turner & Townsend
7. Diversity & Inclusion Survey Results

Resumes - uploaded separately

1. Core team
2. SMEs
3. Additional resources



Proposal narrative



1. Cover letter





1. Cover Letter

Denver International Airport

Airport Office Building

Attn: Randy Mata, Contract Administrator
8500 Pena Boulevard, Room 8810
Denver, CO 80249-6340

March 22, 2021

RE: Request for Proposal (RFP) 202157567 / On-Call Project Controls Services

Dear Mr. Mata,

It has been exciting to see the Denver International Airport (DEN) become one of the busiest international airports in the country, reaching a new milestone of 70 million passengers in 2019 traveling through an airport designed for 50 million passengers.

To adapt to this increasing influx of travelers, DEN's Program Management Office (PMO) is managing the Airport Infrastructure Management (AIM) Development Capital Improvement Plan (CIP) portfolio, including the \$1.5 billion Gate Expansion Program. The outcome of this CIP will not only result in an improved airport experience for passengers but will also meet the growing needs of DEN's airline partners, improve operational efficiency, and be an international example of energy efficient airport design. To facilitate this, the PMO requires a diverse, experienced, responsive, and reliable team to provide project controls services in support of your current and future development projects.

Turner & Townsend Inc. (Turner & Townsend) welcomes the opportunity to respond to DEN's request for proposal (RFP) 202157567 to provide on-call project controls. Our proposal aims to not just check the boxes, but to demonstrate Turner & Townsend's national and global experience and capability in the delivery of the project controls services you require in support of DEN's mission to become a Center of Excellence in aviation PMO.

Selection of the Turner & Townsend team will provide DEN with the following features and benefits, which are discussed in detail throughout our proposal:

- **True partnership.** Our *collaborative approach to providing project controls services* means the Turner & Townsend team will actively partner with the PMO leadership to define the right approach to project controls, build upon the good work you have achieved to date, and provide insight and recommendations for your acceptance as to how we improve the delivery of the service to align with the future CIP demands.
- **Global best practices.** DEN can rely on Turner & Townsend to *integrate the latest project controls global best practices* into our services. Our understanding of these global standards has been built from our success in delivering project controls and PMO services for international airport clients all over the world. *We have learned what works well and how we can improve common methods.* Our experience supporting major capital programs for our aviation, infrastructure, natural resources, real estate and high-tech & manufacturing clients has resulted in Turner & Townsend creating new industry-leading delivery models and facilitating the predictable execution of billions of dollars of capital investment.

Denver International Airport – On-Call Project Controls
Proposal Narrative – 1. Cover Letter



Turner & Townsend

▪ **Capacity and capability.** We designed our team and staffing approach, as presented in Section 4, to provide DEN with *maximum flexibility and cost effectiveness to respond to the resource needs of simultaneous task orders*. Turner & Townsend is committing our core team, comprising our project leader, Mark Hamill, and seven service leaders, to be fully available to DEN throughout the life of the contract. Our core team and 400+ combined staffing resources offer a critical blend of sector, local, regional, and technical *experience that will set the pace for this project, delivering with accuracy, and leading with confidence*. Our staffing structure ensures effective management control, responsiveness to your needs, local market understanding, and prioritizes development of strong relationships with DEN and top MWBE suppliers.

- **Team governance.** The management structure around our core team *ensures effective communication with PMO leadership, regular operations check-ins, and escalation channels* for project performance, quality assurance, and continuous improvement.
- **Supplier diversity.** In enthusiastic support of the City of Denver's value of engaging the region's robust minority, women-owned, and small business community separate from the required 20% goal, *Turner & Townsend is committed to meeting a 35% supplier diversity goal*. As a starting point, we have engaged the services of six MWBE and DBE firms (see above graphic), four of which are committed service leaders on our core team. Additionally, we have secured the independent services of The Collaboration, a diversity contracting consultancy to keep us accountable to our 35% commitment and ensure compliance with DSBO requirements. The Collaboration has been exclusively engaged to help execute our MWBE utilization plan, presented in Section 8.

We are happy to discuss any of the points presented in our proposal, demonstrate our approach, or clarify any questions you may have. Please feel free to reach out to me. Our infrastructure market director, David Green, is also be available via email (David.green@turntown.com) or directly by phone, (646) 318-2484.

The Turner & Townsend team is ready to serve the DEN PMO. By leveraging our expertise gained over 20+ years of supporting more than \$150 billion of global aviation and airport programs, we believe that we can create a long standing and collaborative relationship with DEN. We look forward to continuing our discussions and the opportunity to be your project controls partner.

Sincerely,

John E Robbins

Managing Director, USA

John.Robbins@turntown.com

(917) 509-2212



2. Cost effectiveness





2. Cost effectiveness

The ideal combination of experience, perspective, and resources is the core of our value proposition.

2.1 Our experience in delivering the services you are tendering

Turner & Townsend has provided project controls services for major global projects and programs for over 20 years. Our resource capability of over 1500 project controls staff have supported many of the world's most complex investment programs. As an organization, we provide no design or construction services, therefore the advice we provide clients is always impartial and based upon facts, underpinned by data, and supported by our local and global knowledge. **Table 2.1** outlines key parts of our approach from our standard service aligned to your AIM Development Project Lifecycle.

Table 2.1 – Service approach aligned to AIM lifecycle

Function	AIM DEFINE <i>Set the Baseline</i>	AIM DESIGN / BUILD <i>Maintain the Baseline</i>	AIM DEFINE/DESIGN/BUILD <i>D Analyze and Action</i>
<i>Estimating</i>	<ul style="list-style-type: none"> Develop 'should cost' estimates using global benchmarking normalized for the local market Align project brief and scope to costs Capture risk mitigation costs 	<ul style="list-style-type: none"> Bottom-up estimates aligned to design stages using market tested unit rates Embed 'design to cost' approach Efficient governance and formal change control 	<ul style="list-style-type: none"> Understand scope / design changes and cost impact Manage the budget and identify cost efficiencies Identify cost effective alternatives – materials and labor
<i>Cost</i>	<ul style="list-style-type: none"> Independent baseline reviews Value engineering and risk workshops. Develop 'threats and opportunities' register. 	<ul style="list-style-type: none"> Validate supply chain pricing Actively manage potential threats / opportunities Review and independently assess changes 	<ul style="list-style-type: none"> Cost variance reporting - planned vs actual spend Test baseline assumptions and adjust as necessary Forecasting and trends
<i>Schedule</i>	<ul style="list-style-type: none"> Test critical path analysis and schedule float density Cost loaded schedule / time-phased budgets Interface milestones tested and challenged 	<ul style="list-style-type: none"> Review and assess changes Validate supply chain timescales and progress Manage and mitigate impact to critical path 	<ul style="list-style-type: none"> KPIs and progress monitoring Understand progress impediments and deviations and take corrective action Identify need for strategic intervention for major change and assess re-baselining requirements.
<i>Risk</i>	<ul style="list-style-type: none"> QCRA/QSRA assessments Priced register Assigned ownership 	<ul style="list-style-type: none"> Actively manage contingency and risk drawdown Proactive risk management and on-going workshops. 	<ul style="list-style-type: none"> Update risk register as works progress Test assumptions and adjust accordingly

The ideal combination of global and local aviation experience, perspective, and extensive resources is the core of our value proposition. Turner &

Townsend's global perspective is balanced by the local knowledge of our MWBE partners. Connico Inc. (Connico) has been engaged to provide additional resources in support of estimating and scheduling tasks, including committing Charl Nesser as Estimating Leader on our core team (Section 4). Charl brings extensive aviation sector estimating experience, including previous work for DEN.





Table 2.2 describes our approach to independent estimate verification, schedule float, and enforcement of contract provisions.

Table 2.2 – Approach and tools for independent verification

Independent Verification of	What we do	How we do it
<i>Project estimates, change control, valuations</i>	Review via our global estimating hub the key and strategic estimates, providing independent reports and verification, including areas of development of challenge/opportunity	<ul style="list-style-type: none"> Benchmark on prices for pavements and runways, Busy Hour Rate, floor space and critical quantities in the asset, normalized to common currency. Use of our independent BIM team to validate and draw off quantities from the contractor's BIM model
<i>Schedule and risk reviews</i>	<p>Analyses the float in the baseline, review the contractor's float provisions and continually monitor movement in key interface and deliverable milestones</p> <p>Understand risk provision in the baseline and contract, ensuring no 'risk on risk' and that the exposure levels are representative</p>	<ul style="list-style-type: none"> We have a standard method of schedule assessment using our development of Acumen Fuse as a basis. This has been applied across our full portfolio of schedule services, tailored to specific contract needs Use of Safran and other modelling tools to determine, independently the exposure levels for the capital plan
<i>Contractor performance</i>	Measure the contractor's compliance to defined contract needs and commitments	<ul style="list-style-type: none"> Our Performance Assurance Framework measures the achievement of obligations, allowing for comparisons across contractors and clients

2.2 Experience controlling and enhancing capital project costs

Aligned to DEN's desire to excel in financial performance, Turner & Townsend has delivered the following benefits to clients with major investments:

- Following our independent review of the BIM model for the Abu Dhabi Airports Company, we uncovered more than \$200 million of quantities in the contractor's price that could be extracted.
- For the San Diego International Airport (SAN), our review of their capital master plan revealed that the overall schedule logic did not meet SAN's requirements. The schedule improvements we made provided SAN with confidence in the delivery of their vision, helping to achieve stakeholder buy-in.
- Our schedule review on Hinkley Point C determined that the civil contractor developed their schedule with over 16 months of float on contractual deliverables. Challenging this float timeline resulted in our client reducing their risk exposure by 15%.
- Through an international benchmarking exercise, we identified a confidential New York client had costs which were 75% above the industry benchmark. Addressing this outlier allowed the client to challenge their supply chain and gain additional savings.
- Based on the San Francisco International Airport (SFO) program objectives and needs, we developed a program and project risk approach which allowed flexibility to deliver both quantitative and qualitative risk management depending on project complexity. This enabled SFO to make early informed decisions to minimize program and reputational impact.

Our Target-Improve-Control methodology drives our behavior to ensure we 1) set realistic and achievable targets based upon known benchmarks; 2) work to improve these in collaboration with the



supply chain; and 3) be relentless in how we control the project investment, learning lessons and capturing knowledge.

2.3 How our experiences allow us to control our own service costs

The desire to create a Center of Excellence in PMO delivery that is industry recognized means bringing our global insight and expertise to support your program while delivering our services in the most cost-effective way. With 20+ years' experience in the delivery of Project Controls, we have developed global benchmarks for the cost of a controls service, relative to the capital cost of the program, these are:

Project Stage	Service Cost to CAPEX (%)
Feasibility through to Detailed Design	3 – 5%
Start of Construction to Handover	1 – 1.5%

**Costs during design phase are typically higher due to the volume of change control*

Upon mobilization, Mark Hamill as service leader (supported by Mark Savage), will assess and understand the delivery model for the service within the AIM program taking into account the profile of the CIP, the supply chain approach and local employment conditions. We will use the model as shown in [Table 2.3](#) as a basis to assess the current operation and define the effective service model moving forwards. This assessment will form a key strand of our PMO strategy moving forwards.

Table 2.3 – Service model assessment

Work Type	Activities	Resource Model
<i>The regular Drumbeat of Control</i>	<ul style="list-style-type: none"> ▪ Reporting and Performance Monitoring ▪ Forecasting ▪ Change Management/Claim Avoidance ▪ Document Control ▪ Project Management Support ▪ Contract Management 	<ul style="list-style-type: none"> ▪ Localized resources supported by our MWBE partners. ▪ Focus on localized staff engagement to ensure costs are minimized. ▪ Skills of the team are mapped to the level of complexity in the task.
<i>Interventions</i>	<ul style="list-style-type: none"> ▪ Baseline setting ▪ Estimating ▪ Schedule reviews ▪ Technical Writing 	<ul style="list-style-type: none"> ▪ Hybrid approach using skilled resources in core team and supplementing with off-site support and MWBE partners as needed. Service leader will assure quality of product on your behalf.
<i>Strategic Support</i>	<ul style="list-style-type: none"> ▪ Integrated Baseline Review ▪ Major Change controls ▪ Contract disputes ▪ Assurance reviews 	<ul style="list-style-type: none"> ▪ Strategic input from USA and Global resource pool, either on project in location or via remote working at agreed task order price.

We will issue a 'service enhancement report' at the end of this exercise that will identify the key areas of improvement forming a set of commitments from which we will be measured moving forwards. We applied this model in our work for Magnox Ltd. (a nuclear decommissioning company in the United Kingdom) which resulted in a reduction in service costs within year one of over 15%, saving over \$1.4 million per annum, while improving the quality of service and customer satisfaction.

2.4 Elevating our offer – what makes us different

Within this section we have described our approach to delivering cost-effective services that are focused on driving the predictable outcomes for capital programs. Substantiation through project references demonstrate where it this has been successful with other clients in not only delivering an excellent service with enhanced



value, but also where we have positively impacted capital delivery. Outlined on the following page are additional areas where *we can support long-term cost effectiveness and service improvement*.

People

- Our global Technical Competency Framework defines the standards for specific roles in project delivery and project controls. DEN can use this framework to develop your people and engage with the broader supplier community.
- We have direct engagements with institutions to develop their brand, people and drive thought leadership and industry improvement. Our goal will be to include DEN within this approach, allowing engagement in global platforms such as 'Realizing the Extraordinary' and U.S. initiatives such as 'The Infrastructure Revolution' (cross-industry, leadership-level thinktank).
- We have demonstrated capability in developing/delivering training. For example, we are BAE USA's Project Controls Training provider and support multiple universities. We welcome the opportunity to share our training materials and make our Academy program available to DEN.

Process

- As an organization with an international footprint, we can connect DEN with a wealth of global best practices for the core control functions including estimating, cost, and project controls.
- We have developed approaches for checking/verifying/assuring against processes. Our controls model maps key inputs/outputs for an effective system. Insights will be fully available to DEN.
- We have a specific division focused on integrating Lean and Six Sigma methodologies for clients. Using process improvement techniques, we can test/identify enhancements in DEN's delivery system.
- We can connect you with the broader industry to allow you to benchmark and test your own approaches.

Tools

- We have developed a solution 'PMO in a box' based upon our standard ways of working. Using Ecosys, the cost management platform has reduced the Heathrow team size by over 60%, generating service cost savings for the client. We can share this approach and make available as required.
- We have developed a change control application for capital projects, linking trends into the workflow process, this tool can be shared and modified for your needs.
- We have a proven BIM approach for complex projects, ensuring as the client, you can verify and validate using the model at the core.
- We have a specific ORAT approach, using the BIM model to drive and understand performance, we can make this available and share relative to the opening of the Great Hall project.
- We have a library of performance measures and dashboards for you to draw upon and that can be tailored to meet your requirements.

Driving Cost Savings

While we do not understand the current cost of service vs. headcount in your project, we are committed to, and would be willing to incentivize ourselves on the ability to reduce the cost base within your service. This could be on a like-for-like basis or looking forwards as the CIP develops. Approaches we take to achieve this are:

1. Cross-skilling our teams, allowing them to perform a broader controls scope – we feel this is highly relevant in the more junior roles.
2. Automating the repeatable transactions and reducing resource burden.



3. Engaging a local workforce for the heartbeat of controls, a long-term strategy of local engagement and employment will support not only cost savings but also the drive towards a center of excellence that can be exported, while also, and importantly, reducing our carbon footprint.

2.5 Minimizing service changes and driving value from our supply chain

We have committed to a minimum of 35% MWBE supplier engagement, demonstrating our commitment to outperform the DBSO goals required. Additional information on our MWBE Utilization Plan is included Section 8 of this proposal. Our approach to effectively using our supply chain includes:

1. Integrating MWBE staff into the project leadership team, allowing for mutual knowledge share and full visibility of the objectives we are working towards.
2. Ensuring ample opportunity for our MWBE partners to provide key inputs based on their skills and expertise. Our team has specific and broad skills that can benefit the DEN program, and we will not limit their ability to influence and add-value to the delivery of the scope of our services.
3. Enabling MWBE core team members to proactively respond to role needs. As fully integrated members of the service leadership team, our approach to is to have all core staff take accountability for their respective service areas, regardless of the source of resource.
4. Striving to engage all our sub-contract resources on a full-time basis, the only exception being where we require their support on intervention-based tasks as outlined in [Table 2.3](#).

The Turner & Townsend team sees the opportunity to work with DEN as a long-term commitment; as such, we will not be driven by short-term goals. If the local supply chain can provide capability, and this is more cost effective than a Turner & Townsend resource relocating or travelling, we will make the most cost-effective decision. As noted earlier, we are happy to manage against targets for the cost of service and will take accountability for all our resources including our supply chain partners.

Minimizing Service Changes

As we have proposed the adoption of service-level KPIs to measure the cost of the service, the ability to predict those needs must be established by aligning the overall CIP investment plan. Within our service enhancement report we will lay out the predicted team size over the duration, including for the levels of seniority and the expected work which will be operated remotely. This will act as our baseline to measure and budget against, changes considered against this baseline would include:

1. The scope of the CIP increases or decreases, resulting in the team flexing.
2. The capability of DEN or its contractors requires we must intervene to support project recovery.
3. Project performance requires that we provide additional support.
4. The level of service demand goes up due to additional transactions and outputs being defined.

Any changes to the level of service will be proposed by us, with basis, impact, and proposal of alternate approaches if the change cannot be approved. We would propose these are reviewed monthly at our operating meeting, presented by our service lead Mark Hamill, and approved by your contracting authority.

3. PMO strategy





3) PMO Strategy

The level of control aligns to the risk you are managing, proportionate, accurate and predictable.

3.1 Our approach to demonstrating we can deliver the Scope of Work

We feel there are three core elements to address:

- 1. Verifying that we have the capacity to adequately staff the PMO through a combination of in-house and MWBE partners to support you.** Turner & Townsend has over 1,500 staff globally who provide the specific services you have defined within section two of the RFP. With 300 staff in the USA delivering similar services, *further enhanced by our existing MWBE partners - plus additional as-needed talent (see Section 8, MWBE Utilization Plan), we are confident that our national and international capability can meet your demands.* Our global approach allows us to work around the clock when necessary. Supporting our local team with resources all over the world means we can execute intervention tasks using common approaches and methods whenever you need them. Section 4 of our proposal narrative provides additional detail on the bench strength of our team.
- 2. Our understanding of the aviation sector and capital delivery within this environment. The ability to develop a PMO strategy that is based on the delivery risk is core to our capability.** We understand the complexity of delivery in an operational environment - managing airfield development while aircraft movements are occurring, landside developments while passengers are using the assets, while also expanding capacity. This requires a strategy that allows for the levels of controls to flex to your scope, taking into account your contracting methods. In this environment, the *Turner & Townsend team is an extension of the safe and reliable operations of the airport.*
- 3. Demonstrating that we have the corporate capability and proven methods to assist DEN in developing your organization.** Our PMO methodology is best visualized as three-dimensional, with our functions, processes, and enabling activities building the structure and scalability of the team and its objectives. This creates a heartbeat that reaches down into the supply chain at all levels, achieving alignment and productivity through a constant, reliable flow of information. *This methodology identifies risks, controls quality, and affects change management efficiently.*

Our objectives and considerations in support of DEN's vision are discussed in **Table 3.1**. We will develop or review the PMO strategy for the DEN program through three strategic lenses.

Table 3.1 – Objectives and considerations

Strategic Lens	Objectives	Considerations
<i>PMO Type</i>	To set the tone for the approach you want to take as a client and the levels of control and resource model you require.	Determine where DEN is on the range of a PMO which assures, through to a PMO that directs. Capturing where we are now and where we desire to be, this determines how much control we want to have.
<i>Scope complexity</i>	To understand the composition of the CIP over the given time period.	To determine if the scope is low complex and repeatable or highly complex with challenged interfaces. This determines what type of control we need to have on what scope.



Contracting method	Aligning to the scope, how will the work be executed in the field.	This determines who executes the control of the work and how this is assured against a common framework.
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We have global library of models from our experience, these can be shared to provide the respective pros and cons of each model, including for the typical team size, management system needs, and technology approaches required.

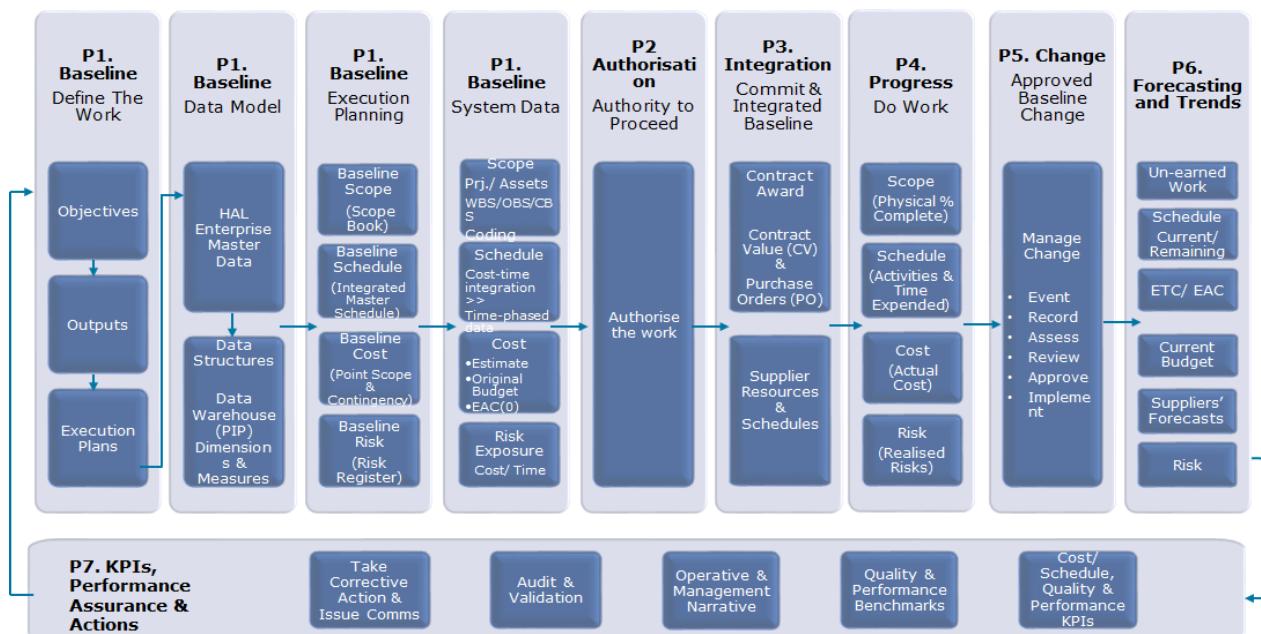
Supporting DEN's vision

As noted within Section 2, on appointment our Service Leader, Mark Hamill (supported by our Global PMO Lead, Mark Savage), will work with you create our service enhancement plan and will:

- **Demonstrate an understanding of your current controls model;** specifically accounting for the scope of work you are executing within the CIP. Also known as the “as-is” analysis, this will identify how you currently execute the services.
- **Identify areas of opportunity for improvements in the short term;** based on immediate challenges shared and noted, while also considering project delivery performance and stakeholder perception.
- **Propose a set of recommendations for consideration;** supported by relevant and comparable examples from our global catalog. We will give you and your team the opportunity to have direct knowledge exchanges and share “best practices” with client peers from our extensive global delivery teams for specific tasks. These shares can and should include your senior stakeholders to support the development of the agreed strategy.

To properly evaluate the existing PMO-type processes, we work to an established best-in-class process model (shown in figure 3.1) which presents our multi-dimensional approach noted in point three earlier in linear form. Using this as a reference standard, your systems will be compared to this model and, where applicable, recommendations will be made to improve.

Figure 3.1 – PMO evaluation and recommendation process



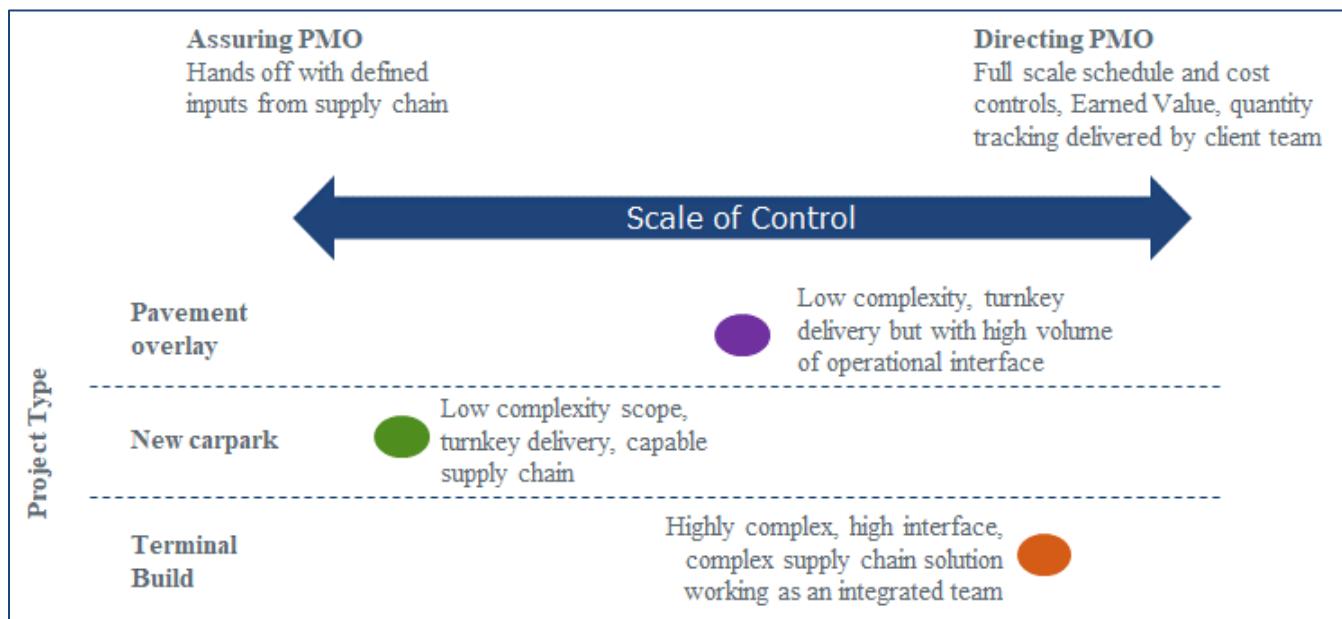


When approved, this report will form our agreed Target Operating Model, the ‘to be’ position, setting the overall objective for us as a collaborative team and, importantly, mapping the path for integrating your broader supply chain into the new model. The integrated strategy will create the agenda for improvement and set the future vision for where we are driving the DEN PMO program and controls function. We will stand with you in presenting this vision to your senior stakeholders and executives.

3.2 Implementation strategy – a complexity-led approach

The delivery of our strategy follows a complexity and maturity-led approach. This calls for defining the ‘base minimum’ level of control for all scopes (regardless of size) and allows for more detailed approaches where and when the scope and complexity requires. A demonstration of this is illustrated in *Figure 3.2*. Flexibility and properly matching the right level of controls to each project will ensure that the PMO is not creating unnecessary and undue burdens on the supply chain for low risk, relatively straight forward tasks of limited duration and scope.

Figure 3.2 – Complexity-led approach to implementation strategy



By taking such an approach we can provide detailed approaches for scope types, relating to contracting strategies and organizational approaches – we have benchmarks globally for what works and the effort to establish these.

3.3 Short term objectives with a long-term strategy

Table 3.2 presents the types of improvements that we have typically delivered as both long-term strategies and short-term improvements. These are based upon our experience in clients such as Newark Airport, Houston Airport, and LAX (through subconsultant Paslay Management Group [PMG]), all of which had included projects of varying complexity, challenging stakeholders with differing priorities, and large, complex supply chain models.

**Table 3.2 – Short-term improvements and long-term strategies**

Short Term Improvements	<ul style="list-style-type: none"> ▪ Enhancement of reporting outputs ▪ Development of functional process ▪ Writing of contract requirements for controls ▪ Bridging capacity gaps ▪ Integrated Baseline Reviews 	Benefits	<ul style="list-style-type: none"> ▪ Building Stakeholder confidence ▪ Enabling short term deliverables ▪ Increase in forecast quality
Long Term Strategies	<ul style="list-style-type: none"> ▪ Systems development and enhancements ▪ BIM integration and automation of change process ▪ Earned Value Management Implementation ▪ Organizational and Capability development ▪ Scheduling, Risk and Estimating improvements 	Benefits	<ul style="list-style-type: none"> ▪ Efficiency realization ▪ Capability enhancements ▪ Industry recognition*

* These include examples such as project controls professional of the year and those listed within Section 4 of our document

Implementation of these strategies not only sets the vision for the controls function throughout the life of the contract, but also defines the supply chain's operating model. In our experience the delivery model for improvements must consider:

- **Delivery team:** getting the right balance between delivery controls and process improvement controls, using intervention and strategic intervention resources to develop and assure the approach
- **Investment profile:** aligning the improvement and maturity steps to the needs of the broader program is key to gain the buy in of your stakeholders
- **Supply chain capability and contracting approach:** properly informing the controls model

This last point is essential; it seeks to combine both the contractual obligations from the supply chain and a reasonable framework that will not undermine the participation of the supply chain in the process. A PMO cannot be so directive that the supply chain refuses to participate, data stops flowing, and the executive is left blind to the vital signals. Conversely, the PMO cannot be so hands off that the quality of the data suffers, and controls begin to fail.

Case studies

We have selected two case studies Inland Rail from Australia and Dallas Fort Worth Airport (DFW) to illustrate our experience in the delivery of a fully integrated Project Controls function. DFW was the improvement of an existing PMO whilst Inland Rail was a rapid mobilization, both of which included driving long and short-term improvements.

Project: Inland Rail

Project Highlights: A critical project to drive carbon reduction, enabling the rail network in Australia to provide more passenger capacity while simultaneously taking freight off the roads. We delivered:

- Rapid PMO establishment and mobilization - setting in place full reporting and governance processes while establishing the initial baselines
- A program to develop supply chain capability to align to the program long term needs and goals
- Change management and stakeholder engagement – including forming an executive leadership group of Inland Rail senior management and suppliers to collectively be the agents of change and drive and the target operating model.
- A localized employment program based upon the long-term nature of the investment
- A rapid team mobilization plan, using both local and remote working to achieve our goals

Relevance:

- Quick win engagement program, gaining stakeholder alignment and support
- Early improvement program, focused on 'getting control'
- Long term engagement program of assurance in addition to the ongoing controls team delivery



Project: Dallas-Fort Worth International Airport (DFW)

Project Highlights: In 2015, DFW began a seven-year Terminal Renewal and Improvement Program (TRIP). Turner & Townsend set up and managed estimating, cost management, project controls, and scheduling services for TRIP, capital development program, and tenant development projects. To effectively demonstrate success to the stakeholders Turner & Townsend had to implement our improvement in the short and long term. In turn, DFW needed to ensure the executive team had the necessary information to make timely decisions; the stakeholder community was fully engaged; the project deliverables, schedule, and budget aligned with program requirements; risks were mitigated; and all added-value opportunities realized.

- **Short term:** establish key funding requirements and build them into the decision-making process so not to impact the capital plan.
- **Short term:** demonstrate confidence in reporting with a clear understanding of existing report process.
- **Long term:** create and implement a new customized program and project controls process to deliver the TRIP capital plan.
- **Long term:** create executive dashboard reporting that is applicable for all cross-functioning stakeholders to enable transition of projects between departments across the delivery lifecycle.

Relevance:

- **Enhancing the program management approach** – Revising the processes, procedures, systems, and tools to align with delivering the program requirements.
- **Delivering capital cost efficiency** – Establishing the environment to optimize the value of the capital program
- **Improving predictability** – Standardizing the program delivery approach across the airport project controls

3.4 Making DEN a Center of Excellence for aviation PMO delivery

This starts with delivering the fundamentals. If we deliver projects ahead of schedule and under budget, with high quality then we are on the path to excellence. The commitments we make as part of this proposal include:

Hard Benefit – Measurable	Soft Benefit – Subjective
<ul style="list-style-type: none"> ▪ Through our support the DEN project controls team will achieve AACE or CMAA recognition for <i>at least</i> one functional area within the PMO. ▪ That project predictability would increase, in terms of month-on-month and annual delivery targets, but also in the ability to forecast completion using internal and external benchmarks. ▪ Project performance and that of the supply chain which supports it increases through identified productivity enhancements. 	<ul style="list-style-type: none"> ▪ DEN capital delivery becomes an environment that looks to learn from others, extracting and incorporating good practice. ▪ DEN becomes a location and program that others look to learn from, becoming a ‘home of good practice.’ ▪ DEN project controls feature prominently in industry thought leadership and publications. ▪ Capability wants to work at DEN, we can attract the best talent into the area.

We will review and add to these commitments during mobilization, taking account of your detailed aspirations and ultimate vision. Though our support we have helped our clients win recognition for innovation in the industry, such as Abu Dhabi Airports Company’s recognition as the first major project to successfully integrate from BIM to Maximo, creating an effective transition of the asset into operation—*a first for both the aviation sector and region in which it was delivered.*

4. Key Personnel & Staffing





4) Key personnel and staffing

A skilled and diverse team, experienced in delivering your needs with ‘excellence in execution.’

4.1 Team overview

The Turner & Townsend team is designed to provide DEN with a critical blend of sector, local, regional, and technical experience that will set the pace for this project, delivering with accuracy, and leading with confidence. Our staffing structure ensures effective management control, responsiveness to your needs, local market understanding, and prioritizes development of strong relationships with DEN and top MWBE suppliers. The management structure around our core team will provide effective communication and escalation channels for project performance, assurance, and continuous improvement.

DEN will receive a personal introduction to our team—with no uncertainty as to who does what, and full transparency throughout the project. Our aim is to support DEN with the **right people, in the right place, at the right time**. Our team is available immediately and ready to hit the ground running from day one.

Our core team is composed of eight full-time professionals, all of whom will be made available to you 24-7-365. We have also included an ‘on-demand’ role to support with any PMIS scope. Of the eight full-time roles, four leadership positions (50%) will be executed by MWBE providers, demonstrating our commitment to meeting the MWBE utilization plans laid out in Section 8 of our response.

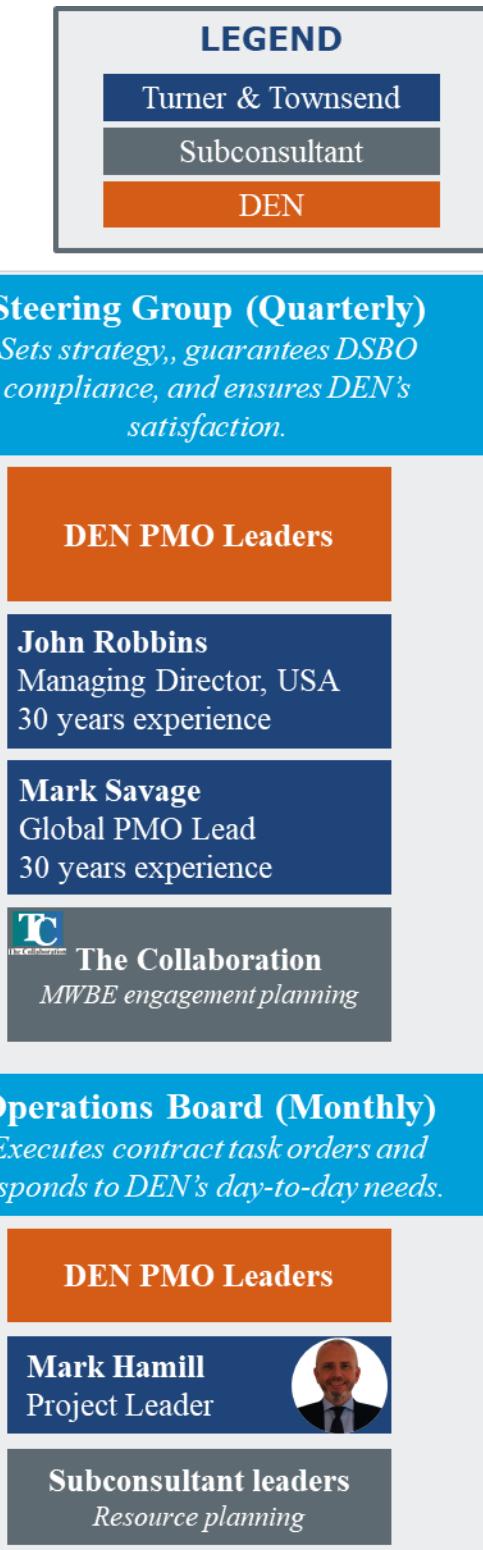
Each of our team members is an expert in delivering project controls services for high-performing, active facilities. They understand the risks and mitigations related to approvals, permitting, utilities, design, and construction, as well as how to drive partnering, technology, process optimization and lean, cost-controlled construction. More importantly, they know where to focus efforts to achieve maximum program and project benefits around cost and schedule efficiencies, procurement strategies, risk mitigation, and stakeholder support.

Our team includes a non-billable ‘reach-back’ team of Subject Matter Experts (SMEs). These SMEs, in five key reach-back roles, will ensure global best practice knowledge is transferred consistently between DEN from other regions, airport projects, and other relevant sectors to establish and support this program. They will also support assurance activities as laid out in Section 5 of our response at Line of Defense Level 2 (LOD-2).

To govern our own performance, we have put in place two boards:

1. **Operations Board** – This team will be chaired by our Project Leader, Mark Hamill, and will meet monthly. This board will focus on the day-to-day delivery of our service, resolving issues in a collaborative manner.
2. **Steering Board** – This quarterly board will be attended by global executive leadership from Turner & Townsend, senior DEN PMO leadership, and representatives from The Collaboration, our MWBE plan consultants. The goal of this board is to ensure client satisfaction in service delivery, compliance with DSBO standards, and facilitate additional resources as necessary.

On the following pages we provide details on our organization chart and matrix of core team responsibilities and experience.



Meet your core team members:

Core role	About and responsibilities	Why this is a core role
Project Leader Mark Hamill <i>Turner & Townsend</i>	Mark has broad project controls skills built from international experience on multiple aviation and utilities projects . Most recently, Mark led project teams on the Schiphol Airport development, encompassing a mix of small capital projects, a pier development, and new terminal build. Within this role, Mark reported directly to the Projects Director and regularly communicated with the Chief Financial Officer, owning the performance of the program, and representing the quality of our PMO's deliverables. Mark will be responsible for the day-to-day delivery of project controls services.	Our Project Leader is your direct, primary liaison on the project. All subconsultants report to him, and he reports directly to DEN. He brings lessons learned from our global programs to support DEN and the project team with thought leadership and innovations that improve performance. Mark will support you and us in delivering with enthusiasm and energy.
MWBE Engagement Leader Adriane Sanford <i>The Collaboration (The Sanford Group) (MWBE)</i>	Adriane has 25 years' experience in providing small business and economic development consulting, diversity consulting services, effective communication, and community outreach programs . This experience has been gained in the design-build and construction industry and has allowed her to develop an extensive knowledge of the industry, strong and sustainable relationships, and an intimate understanding of the local capacities and capabilities. The Collaboration will be independent of the Turner & Townsend service delivery team and will have direct access to our senior leadership team. Adriane and her partner, Reuben Brown (BWA Diversity Consulting) will assist with MWBE engagement activities and hold us accountable for all aspects of our MWBE utilization plan and DSBO compliance.	We share DEN's commitment to creating equitable opportunities for minority and women owned businesses. To ensure this value is prioritized, we have engaged the services of a specialty consulting firm, The Collaboration (a partnership composed of two DSBO-registered MWBE firms, The Sanford Group and BWA Diversity Consulting), to serve as a core member of our service team. They will be involved from Day One to provide guidance and outreach to MWBE firms in the area.
Scheduling leader Lindsay Mackay <i>Turner & Townsend</i>	Lindsay is recognized as a Turner & Townsend global talent and has supported the business on two continents for several key clients. She has a track record for driving planning and scheduling best practices , reporting performance and schedule integration across all elements of client accounts . In her role as Scheduling Leader, Lindsay will be responsible for implementing best practices, schedule quality, developing the scheduling team, baseline setting, and progress management.	
Cost leader Simone Gigli <i>Turner & Townsend</i>	Following his experience in the UK and Europe serving commercial and cost roles on a wide range of projects in multiple sectors, Simone most recently supported The Port Authority of New York and New Jersey at Newark Airport Terminal 1. Simone brings his strong commercial expertise combined with his in-depth understanding of project controls and cost management to the team. Simone will be responsible for budget setting, cost management and reporting, change management, and contract management.	
Risk management leader Chris Caddell <i>Turner & Townsend</i>	Chris is Turner & Townsend's Global Head of Risk. He is highly specialized in his field and contributes to the broader function within industry where he currently serves as president of the international Association for the Advancement of Cost Engineering (AACE). Chris will be responsible for risk workshops, risk modelling, contingency and exposure management, and mitigation strategies.	As part of the core services required by the scope of work, we believe in supporting DEN and our Project Leader, Mark Hamill, with a diverse, structured, local, and globally recognized leadership team. Together this team will provide the platform to achieve your objectives and vision of industry excellence.
Reporting leader Áine O'Dwyer <i>Enovate (DBE)</i>	With over 15 years in construction and specific aviation experience, Áine brings project management know-how into the reporting function, ensuring we develop comprehensive solutions for DEN . Áine will be responsible for monthly and ad-hoc reporting, report design, trend analysis, commentary, and offering project advice.	The make-up of this leadership team ensures comprehensive inclusion of our current MWBE partners and diversity of thought through all decision making.
Estimating leader Charl J. Nesser <i>Connico, Inc. (MWBE)</i>	Charl is an aviation specialist with experience working with Denver Airport and other international hub airports across the USA . He has worked on projects at more than 85 airports in the last 10 years including DEN, including the Runway 17R-35L Pavement Rehabilitation and Concourse C Center Core projects. His local and national experience will form the foundation for the implementation of the estimating services. Charl will be responsible for all estimating outputs and how estimating integrates and supports the other functions throughout the life of the contract.	These core roles provide DEN with the daily expertise needed to support the development of your PMO, while being able to take a hands-on approach to delivering your ambitious capital spend over the next three years.
Document control leader Jennifer Story <i>Enso Professional Services, LLC (MWBE)</i>	Jennifer brings more than 20 years' experience in document management, quality management , project management, and implementation analysis. She has worked within the Denver region for the last 10 years; her strengths include team alignment and management, quality assurance, auditing, and improving work procedures . Jennifer will be responsible for the integration with (or implementation of) DEN's document management process, ensuring compliance with contract conditions and local authority ordinances .	
PMIS Support Christine Monks <i>Monks Project Solutions (WBE)</i>	Christine has a wealth of experience integrating Oracle systems for both public and private clients, including DEN . Her systems experience paired with her additional project controls experience means she is perfectly positioned to provide the bridge between our delivery-focused controls team and DEN's PMIS implementation contractor . In addition to integration, Christine will review and test systems updates, review project controls system requirements documents, training, and user integration.	As part of our understanding of DEN's needs, we are aware of the concurrent PMIS work being performed under a different on-call contract. Due to the importance of collaboration between project controls and systems development, we have engaged a dedicated coordinator to support the seamless and successful implementation of the changes and improvements resulting from DEN's selected systems provider.



4.2 Our Depth of experience and capability

Bench strength of our team

The combined resources of Turner & Townsend and our subcontracting partners means our team will provide DEN with flexible staffing options to meet the resource capacity requirements of concurrent task orders issued under this contract. Regardless of task order size or scope, our team can meet DEN's project controls needs.

Led by Mark Hamill, the Operations Board will meet with DEN PMO leadership and our subconsultant leaders monthly to map out the resource demand profile in line with the CIP. This approach will ensure DEN receives the project controls staff with the right experience and technical skills to meet the needs of a given task order. Staffing decisions will be delivered in-line with our commitments on cost effectiveness discussed in Section 2 of this proposal. To confirm the individuals assigned to a task order have the right skills, we will use our market-leading 'Skills Passport' model to define DEN's competency standards and requirements – technical, behavioral, on-boarding – and match the right talent from our team's combined, diverse resource pool to those requirements.

The numbers shown above demonstrate the combined capacity of the team. Throughout this contract, our goal will be to source a minimum of 35% of the available roles from our MWBE partners, thereby enabling them to develop their own businesses and the development of a localized team. As discussed in Section 8, The Collaboration will facilitate engagement of additional MWBE resources, as needed. **This integrated approach will provide DEN with a world-class team that is greater than the sum of its parts.**

To meet your peak demands and project expansions, we have the demonstrated capability to scale up, and proven approaches to quickly up-skill our teams to 'hit the ground running.' Our ability to support major programs in the U.S. is demonstrated by our rapid ramp-up into current client engagements for companies like Shell, Barclays and for top innovators in the high-tech and manufacturing sector, where our teams have grown from 40 to 200 in an 18-month period. Our staffing approach's success in the U.S. is achieved by replicating our models developed in the UK and Australia where we have developed teams for Heathrow that have peaked at 320, and Melbourne Airport which peaked at 65, both growing by over 300% in a six-month period.

4.3 How our team is staying up to date on industry best practice.

As an organization with project controls as our core competency, we know what we do well, and continually examine how we could do it better. We focus on finding innovative ways to solve our clients' problems of today and tomorrow. Offering a competitive commercial model with 'continuous improvement' inherent in the way we work, we drive capital cost efficiencies and maximize cost savings.



The Collaboration will help us ensure we meet our 35% MWBE utilization goal and will help engage additional firms to provide DEN with the right resources.



Turner & Townsend recognizes that continuous improvement is not only key to our growth as a company but is also critical to client success. It is also the mechanism by which we fuel best practices within our industry. Connecting organizations and programs to leading practice, benchmarking performance to support decision making, and unlocking and exploring innovation opportunities – these are the benefits that enable Turner & Townsend to set the bar for industry performance and drive excellence internally. Our industry-leading best practices provide a comprehensive framework for our professional staff to execute effective end-to-end delivery, and they will guarantee an industry-leading approach to DEN's requirements. Our investment in the development of our people has led to our organization receiving the following recognitions:

- Our Project Management Service Delivery (PMSD) model was named by the Project Management Institute (PMI) as an exemplary, 'Best of the Best', approach to successful project deliveries and was published in their Knowledge Shelf website. Our professionals have been recognized by PMI, with the 'Distinguished Contribution Award,' related to project, construction, and cost management for our ongoing global support to Nissan.
- Turner & Townsend provided end-to-end, comprehensive project management services, at Hudson Yards' tallest tower in New York City; delivering a highly complex 2.4 million ft², multibillion dollar smart facility on time and under budget. This project was awarded the 2019 Global Innovator's Award by the Global Association for Corporate Real Estate (CoreNet).
- Turner & Townsend has recently received Corporate Accreditation by the Association of Project Management (APM) for our project management development program.
- More than 300 of our North American project management professionals are accredited in various industry-leading certifications, including PMP, PgMP, CMAA, and RICS, among others.
- Several Turner & Townsend personnel serve in leadership roles at the chapter and national/international levels of industry organizations such as AACE, CMAA, CoreNet, and the Royal Institution of Chartered Surveyors (RICS). Additionally, Turner & Townsend provides corporate sponsorship to these organizations to enable our staff to participate in professional development and contribute industry thought leadership discussions.
- We were awarded Project Controls Professional of the year in Australia based upon the work we had performed for the Western Sydney Airport.

Turner & Townsend also focuses on the development of our people and organization by staying aligned with the development of software in the industry. We have developed our own benchmarking system, 'The Hive,' and have successfully used Ecosys and Oracle applications (of whom we are a Service-Track Partner) to provide an off-the-shelf PMO solution for Heathrow.

In support of our staff's drive to professionally develop, we promote attendance at conferences and encourage our staff to actively contribute to industry publications. The success of our culture of continuous learning is demonstrated through our expanding client base, our repeat work with clients, and the fact that over 85% of staff within Turner & Townsend feel they can contribute to the company's development in the long term.

Our core team resumes are the following pages. Additional resumes are provided in an appendix to offer deeper insight into the capability of our broader team.

Core team resumes

Core staff

- **Mark Hamill**, Project leader – Turner & Townsend (Prime)
- **Adriane Sanford**, MWBE coordination leader – The Collaboration (MWBE)
- **Lindsay Mackay**, Scheduling leader – Turner & Townsend (Prime)
- **Simone Gigli**, Cost leader – Turner & Townsend (Prime)
- **Chris Caddell**, Risk management leader – Turner & Townsend (Prime)
- **Charl Nesser**, Estimating leader – Connico (MWBE)
- **Aine O'Dwyer**, Reporting leader – Enovate (DBE)
- **Jennifer Story**, Document control leader – Enso (MWBE)
- **Christine Monks**, PMIS support (MWBE)

Mark Hamill

Project Lead



Qualifications & memberships:

- 1:1 BA (Hons) Risk Management
- Institute of Risk Management
- Winner of 2018 Middle East and Africa Risk Communication Strategy of the Year

Length of employment & specialty:

- 5 years: Turner & Townsend
- 28 years of expertise in PMO leadership and strategy, incl. controls, scheduling, cost control and team leadership

Availability:

Immediately, full-time

Skills and knowledge

Implementation of client-side PMOs and associated commercial and controls	✓
PMO strategy, development, management and reporting	✓
Stakeholder engagement (incl. designers, contractors and government) at team, leadership and Board level	✓
Management of multi-disciplinary teams on major complex infrastructure programs with value of \$30b+	✓

What I bring to DEN:

I have 25+ years of experience leading **Program Management Office strategy** in complex aviation and transportation programs across **Europe, the Middle East and in the UK**, including at Heathrow, Schiphol and Abu Dhabi Airports.

I take a hands-on approach to leading **high-performing controls teams**, establishing highly-functioning, **multi-disciplinary teams** to achieve and, where possible, exceed program outcomes and milestones.

Most recently, I led Schiphol Airport's delivery partner team, implementing a **client-side PMO and commercial processes** and bringing **global aviation best practices** to **manage all commercial and controls** aspects of this complex program.

My background in **risk analysis techniques** ensures that critical risks and opportunities are identified early, and **strategies and structures established to minimize risk** and deliver on program targets.

I have a track record of delivering objectives at all stages of the program lifecycle - from **inception to delivery and operation**.



Turner & Townsend

I am experienced in **managing teams of 20+ personnel** and liaising with contractors, designers, city municipalities and investors at **delivery, strategy and Board level**.

Execution of similar work in the past:

Schiphol Airport (AMS) Expansion Program, Royal Schiphol Group, Amsterdam, Netherlands: The Capital Program is the project development/delivery organization within Royal Schiphol Group tasked with managing major programs at Schiphol Airport.

Projects included the construction of a new pier, a new terminal, train and bus station renovations and expansions, and new car parks and roads.

I served as Schiphol's Commercial Advisor on this program. With data being provided by various PCMS, consultants and contractors, I **developed and implemented a client-side PMO**.

This PMO ensures Schiphol has a '**single source of truth**' within a **newly developed program-wide reporting framework**, including **performance measurement metrics**.

As PMO lead, I implemented a **project lifecycle process** ensuring consistency in **cost control, scheduling, risk management and scope management** through the various design phases of each project.

I reported to the Program Director and led a multi-disciplinary team of 25, including controls, cost, schedule and reporting personnel.

Midfield Development Program, Abu Dhabi Airports Company (ADAC), Abu Dhabi, UAE: I joined ADAC as Vice President of Risk Management with responsibility for **Enterprise Risk Management** across the company, including the AED3b capital development program.

In my role, I developed and led the **cost, schedule, and risk management teams** to provide an **integrated program controls solution for the program**. I drew upon my risk analysis techniques to ensure that the critical risks and opportunities were identified early, managed productively and created an **environment of 'no surprises.'**

This included establishing a mechanism for the management and measurement of multiple contracts against a commercial baseline.

To enable long-term consistency and accuracy, I also developed and implemented a **Project Gateway process** which now serves as a **control and assurance mechanism**, which all projects follow from **feasibility and concept design stage to commissioning, handover and operations**.

Project Services Manager, Scottish and Southern Energy (SSE) PLC, UK: I held a senior management position **leading the Program Management Team** within the Major Capital Projects business unit of one of the UK's leading energy providers.

The Project Services function and my role in particular were responsible for **cost, schedule and risk management**, as well as **QA/QC and document control** on a wide-ranging portfolio of projects which were simultaneously at various stages of the project lifecycle.

During this time, I was a member of the team which **developed and implemented a new Large Capital Projects (LCP) procedure** which detailed **how projects would be managed** from feasibility through to operations.

I was also a member of the **Peer Review team** who travelled across the UK and

Ireland to **assure the suitability and readiness of projects** before they moved to the next phase of the project lifecycle

Edinburgh Trams, Transport Initiative

Edinburgh (tie), Edinburgh, UK: The Edinburgh Tram Project was a high-profile government-funded project to create a tram network through the city of Edinburgh with an approximate budget of £600m.

Working for the delivery team set up by the Edinburgh City Council, I was responsible for cost management, change control, risk management and insurance. I joined shortly after the project received Government approval, working through the design and procurement stages and then, on to the construction phase.

To DEN, I bring a global track record of establishing and leading successful PMOs, establishing program-wide strategies and frameworks to successful deliver transformation at airports and large-scale programs across the globe.



Adriane Sanford

MWBE Integration
Lead



Qualifications & memberships:

- Associates Degree - Colorado Women's College
- Colorado Leading Edge Entrepreneurial Training Program
- Additional studies in Business Administration, Management and Marketing at the Denver and Aurora Small Business Development Center

Length of employment & specialty:

- 13 years: The Sanford Group
- 25 years expertise in small business consulting and design-build

Availability:

Immediately, As Required

Skills and knowledge

MWBE coaching, mentoring and training	✓
Compliance monitoring and supporting	✓
Training program development to assist strategic growth plans	✓
DBE/ESB Certification advisory and support	✓

What I bring to DEN:

I am experienced in providing **small business and economic development consulting, diversity consulting services, effective communication and community outreach programs.**

My **25+ years** in the design-build and construction has allowed me to develop extensive knowledge of the industry, strong and sustainable relationships, and an intimate understanding of **local contracting capacities and capabilities.**

I have enjoyed working with businesses across the engineering industry, including transportation projects, civil projects, city projects, and commercial development.

I also frequently provide **diversity training and program development, compliance monitoring and reporting, and technical and specialized training services and programs** that leverage best practices for small and disadvantaged businesses in the construction/transportation industry.

I began my career as a small business



advisor with the **Colorado Office of Economic Development and International Trade.**

I have also served as the **Director of CDOT's Construction Development Center** and was responsible for **increasing the number of DBE firms participating in roadway/highway construction, championing solutions, coordinating outreach efforts, designing and developing programs and services, and leveraging best practices to assist small and disadvantaged contractors.**

I am particularly proud to provide consulting services to **DBE firms participating in the CDOT Business Opportunity Workforce Development Program**, an innovative, federally-funded, million-dollar grant program authorized by the U.S. Department of Transportation.

Additional accreditations and MWBE engagement:

- Current Co-Chairman of the Construction Empowerment Initiative for the City and County of Denver

- Serve on the RTD Disadvantaged Business Enterprise Advisory Committee
- Serve on the CDOT Small Business Transportation Committee
- Serve on the BAC Airports Advisory Committee
- Serve on the City and County of Denver Mentor Protégé Program
- Served on the CDOT Small Business Construction Collaborative Forum
- Served on the SBDC Cares Act and Federal Relief Team
- Served in various capacities that reshaped the City and County of Denver 2014 and 2019 Ordinance that governs the minority and women business enterprise program.

Execution of similar work in the past:

Regional Transportation District (RTD) On-Call Construction Services, Krische Construction, Denver, CO: I provided SBE/DBE consulting services, diversity program development and implementation, and contract compliance for the design and build teams of a new Light Rail System for the on-call construction team.

Project Budget: \$40m, over four years

DBE Goal: 35%
Achieved: 49.5% participation

Regional Transportation District (RTD) Sheridan Parking Structure, Swinerton Builders, Denver, CO: I provided SBE/DBE consulting services, diversity program development and implementation, and contract compliance for the design and build teams of a new Light Rail System parking structure.

Budget: \$11.7m
SBE Goal: 51%
Achieved: 54% participation

Denver International Airport (DEN) Project Management Support Services and Staff Augmentation, Denver, CO: I provided SBE consulting services, diversity program development and implementation, and contract compliance for the project management support services and staff augmentation.

Project Budget: \$5m
SBE Goal: 20%
Achieved: 20% participation

National Western Stock Show, J E. Johnson Construction Services, Denver, CO: I provided DBE/MWBE consulting

services, diversity program development and implementation, developed construction contract compliance plan for MWBE participation.

Project Budget: \$230m
MWBE Goal: 20%
Achieved: 20% participation

Regional Transportation District (RTD) On-Call System, Mass Electric Construction, Denver, CO: I provided DBE consulting services, diversity program development and implementation, and contract compliance for the on-call system construction team.

Project Budget: \$60m
DBE Goal: 16%
Achieved: 16% participation

To DEN, I bring leadership, industry expertise, and a deep passion to deliver solutions that help develop and expand the number of minority contractors in the horizontal sector of construction.





Aine O'Dwyer
Reporting Lead

Qualifications & memberships:

- Professional Engineer: American Society of Civil Engineers, American Council of Engineering Companies, New York Building Congress, Civil Engineering - New Jersey Institute of Technology, NJ
- BS, Civil & Environmental Engineering - New Jersey Institute of Technology, NJ
- NJBIZ Best 50 Women in Business (2019)

Length of employment & specialty:

- 4 years: Enovate
- 14 years expertise in planning & reporting

Availability:

Immediately, full-time

Skills and knowledge

Reporting to various stakeholders and departments using software systems	✓
Knowledge of project/program planning systems, processes, lifecycles	✓
Ability to integrate, analyze and report on complex data	✓
Problem solving and analysis of delays, causes and performance	✓

What I bring to DEN:

I have a reputation for combining my experience in civil engineering with direct project management and site field experience to **develop, facilitate and consistently provide progress updates on programs**. I bring expertise and lessons learned from different industries including heavy civil infrastructure, environmental, building, mechanical and energy infrastructure projects and complex programs in the USA and globally. I have a firm understanding of the **codes, regulations and standards** governing project design and operations and am experienced in **schedule of values analysis, quality management and reporting** against root causes of delays and forecasting. I have directly overseen and managed multiple successful value engineering and constructability programs, saving millions for clients on individual projects through my ability to identify potential risks and liaise with stakeholders appropriately.

Execution of similar work in the past:

New Airport Terminal at Cork Airport (ORK), Cork, Ireland: I was the Construction Project Engineer for the



construction of a new terminal building, inclusive of three passenger air bridges, baggage handling systems and other ancillary buildings/structures. Key duties included assisting with estimating and take-offs, supporting with survey and layout work and **completing safety audits** to enable the early **identification of potential risks**. I also **oversaw subcontractor activities** including **earned value management** and **analysis of schedule of values**, as well as managing punch list closeouts and as-built drawings.

JFK International Airport and Newark Airport Project Controls, Port Authority NYNJ, USA: I was responsible for overseeing inspection services, constructability reviews, overall logistics and coordination of all work being delivered under the programs including overseeing **Building Information Modelling** technologies. My role included providing strategic **oversight and leadership of the Project Controls function** responsible for projects including design-build of new parking garages, airport terminals and substations, as well as construction of elevated roadways, utility infrastructure improvements and airfield modifications.

This included **overseeing e-change, budgets and cost/** performance against budgets and agreements. I reviewed invoices and managed subconsultants through systematic reporting and supporting processes.

MCLB Albany Hurricane Recovery, US Naval Facilities Engineering Command, Albany, GA: I was directly responsible for the management and oversight of RFI's and submittals, managing the operations and maintenance plans and supporting with the project closeout and handover. I also oversaw the engineering and project controls supporting the contractor replacing canopy structure, repairing HVAC/electrical systems and performing roof replacements.

Brooklyn Bridge Rehabilitation of Arches & Towers, NYC Department of Transportation, New York, NY: As project principal, I delivered pre- and post-construction survey work, including completing scanning and photographic documentation of existing conditions and managing subcontractors. This supported accurate reporting and decision-making at senior management levels.

Compliance and Reporting Services, Belmont Park Redevelopment, Nassau County, NY: Acting as account principal, I

managed the delivery of the Memorandum of Environmental Commitments, ensured compliance with the Stormwater Pollution Prevention Plan, provided management and oversight of site inspections, managed the production and QAQC of the reporting function, and produced OEM documentation.

Anaklia Deep Sea Port, Anaklia, Republic of Georgia: As Chief Engineer for the project, I provided leadership and oversight of Port development and design process, managing the delivery of design and engineering aspects of the project. I reviewed and analyzed existing environmental impact assessments and geotechnical reports, identifying discrepancies, requirements and risks. I also developed and incorporated the existing conditions into the permitting requirements and produced the baseline conditions reports and studies.

I served as a key liaison between a third party design engineer, master planner, regulating agencies, and the government of Georgia to ensure all key stakeholders remained engaged and informed as the project progressed. This required accurate progress updates, identification of risks and delays and their root causes. To enable this,

I proactively managed communications, design coordination and feedback from the owner/consortium, while also managing and issuing instructions to stakeholders to maintain performance against the schedule.

From a commercial perspective, I managed the delivery of construction cost estimating including design, feasibility and survey costs, updating them as the design developed. I also managed the technical procurement activities for the project. This involved forecasting in conjunction with the client and establishing reporting protocols to maintain quality and accuracy.

My combined experience and knowledge of project controls, commercial requirements and reporting have been fundamental in enabling key project milestones to be successfully achieved.

To DEN, I bring a combination of engineering, controls, reporting and commercial expertise, enabling a best practice and systematic approach to reporting which will support decision-making.



Charl J. Neser

Estimating Lead



Qualifications & memberships:

- Bachelor of Science, Quantity Surveying, University of the Free State, South Africa
- Member, Royal Institution of Chartered Surveyors #1279586
- 2008 Certified Cost Professional #27172

Length of employment & specialty:

- 4 years: Connico
- 38 years expertise in estimating

Availability:

Immediately, full-time

Skills and knowledge

Production of estimates at all project stages from concept to independent design, including recommendations	✓
Negotiation of task orders, contracts and liaison with designers and contractors	✓
Program management services including developing cost solutions	✓
Senior stakeholder engagement including at Board level.	✓

What I bring to DEN:

I have 38 years of experience in the construction industry, specializing in **cost estimating, cost management, litigation support, quantity surveying, contractor reconciliation, value engineering/management, change order analyses, and project management** services. I am an aviation industry specialist with experience working with the **Denver Airport and international hub airports** across the USA.

I have worked on projects at more than 85 airports in last 10 years, including the following projects with DEN:

- Runway 17R-35L Pavement Rehabilitation
- Concourse C Center Core, part of Architectural Planning On-call
- Tunnel Sewer Project, part of Architectural On-call
- Runway Cost Validation, part of Airport Planning On-call

My expertise has made me a **leader in estimating approaches, providing scope of work development and cost management strategies**, and managing the quality and timeliness of project deliverables. This includes presenting estimates at **Board, senior leadership and delivery levels**.



Execution of similar work in the past:

Terminal Modernization Program at Pittsburgh International Airport (PIT), Pittsburgh, PA: The project included **cost estimating of several elements**, including retail, concessions, food court area, restrooms, escalators, new terminal, airline and airport support spaces, baggage, security, passenger and public circulation spaces, concourses, utilities, and other airport facilities.

I led the **development of estimating from concept stage** which included **budgetary estimates to independent design estimates** to support contract negotiations. Supporting this, I provided broader **program management services** including developing cost solutions to **resolve specific delivery challenges**.

Airfield and Terminal Modernization at Los Angeles International Airport (LAX), Los Angeles, CA: I provided **estimating services** that included existing pavement demolition, demolition and relocation of multiple structures, including a fuel farm; the construction of a new Taxiway D; new Concourse 0 and Apron Paving; Terminal 9 and Terminal Design Projects and Terminal Apron.

My responsibilities included **producing estimates from business case through to pre-tender**. The role involve **defining estimating processes, templates, data structures**. I ensured that the team was aligned with each stage of the development programme and provided a **high level of stakeholder engagement and feedback for continuous improvement**.

Terminal Modernization at Memphis International Airport (MEM), Memphis, TN: I was the **cost estimator for the multi-phased project** that included consolidating airline, food, beverage, and retail concessions into the B Concourse, as well as improvements.

I undertook **reviews of estimates produced by other estimating teams**, providing assurance that the estimating processes being followed by other teams and provided cost assurance against the Strategic Business Plan. I **reviewed independent design estimates** across all stages of the project and made **recommendations for achieving savings**.

Terminal Modernization at George Bush Intercontinental Airport (IAH), Houston, TX: I was responsible for giving IAH cost advice either in the form of **schematic early cost advice or fully-**

detailed cost estimates, which allowed project stakeholders to make **informed investment decisions**.

Project Elevate Concourse A Expansion at Gerald R. Ford International Airport (GRR), Grand Rapids, MI: I provided a **rough order of magnitude estimate for the project** that included expanding the existing Concourse A from 7 to 15 gates. The existing concourse remained as-is with only the exterior skin being removed and replaced with new exterior skin.

The new expansion of the concourse level was approximately 71,633SF. The existing apron level enclosed spaces remained as-is but, were expanded by approximately 26,268SF of interior space.

Taxiway Improvements Project at Greenville-Spartanburg International Airport (GSP), Greer, SC: As Cost Estimator, I was **entrusted with giving GSP cost advice either in the form of schematic early cost advice or fully detailed cost estimates**, which allowed project stakeholders to make informed investment decisions. This included **providing 'what if' cost scenarios, negotiating task orders, contracts and change orders to achieve competitive pricing**.

The project included milling and overlay of Taxiway L, Taxiway D, Taxiway G, and the reconstruction of Taxiway L5 and Taxiway L6.

The project was divided into the base bid and an additive alternative, with all work associated with milling, overlay, crack repair, replacement of disturbed pavement markings, full-depth taxiway reconstruction, and taxiway edge light demo and new lighting; as well as all work associated with removal and replacement of taxiway pavement markings outside limits of base bid construction. I actively **participated in bid preparation and produced a competitive, thorough, well-researched tender submission**

Terminal Enhancement at Louisville Muhammed Ali International Airport (SDF), Louisville, KY: I provided **rough order of magnitude estimating** for the project that included entry and unbound roadways with gateway entries and landside landscaping.

To DEN, I bring unrivalled aviation cost estimating experience and particular expertise to support the development of accurate baselines.



Chris Caddell

Risk Management Lead



Qualifications & memberships:

- BSc, Civil Engineering - Rice University
- MBA, University of Texas at Austin
- Professional Engineer, Civil, Texas
- PMI Project Management Professional
- AACE Certified Cost Professional
- AACE Decision & Risk Management Professional

Length of employment & specialty:

- 11 years: Turner & Townsend
- 33 years expertise in risk management

Availability:

Immediately, full-time

Skills and knowledge

Technical expertise in risk techniques, modelling, cost schedule risk analysis	✓
Experience of project controls, risk and opportunity management	✓
Strong stakeholder management and communication skills	✓
Ability to clearly explain risks to non-specialists	✓

What I bring to DEN:

I have over thirty years of risk management, project controls, planning, scheduling and claims analysis across **six continents** and within various industries including **aviation, oil & gas, utilities, manufacturing and transportation**.

I have a track record of providing **strategy and delivery level risk management** advisory including **conducting risk workshops** and cost and schedule risk analysis on more than **150 projects, varying in size from less than \$10m to more than \$10b**. As part of this, I have undertaken estimate and schedule reviews, determining key risk drivers, and potential variability in project outcomes.

I have diverse and extensive program-level expertise and undertake risk advisory with consideration of the broader program requirements. My experience in **project development, schedule, cost assurance, controls and claims avoidance** supports me in **developing robust risk mitigation strategies**.

Through my work on major programs, I am experienced in identifying, reporting and providing recommendations at delivery team, senior leadership and Board levels.



Execution of similar work in the past:

[Motiva – Polyethylene Project, Port](#)

[Arthur, TX](#): As Risk Lead, I was responsible for leading a team charged with the responsibility of creating a **customized, fit-for-purpose system** to roll out across major projects. The tailored processes included Risk Management Plans and Procedures, workstream risk registers, reporting dashboards, and risk templates. This required extensive stakeholder engagement to develop and establish the process that involved various cross-party workshops, as well as multiple benefit presentations on adopting the new system. I also provided best practice Risk Management training to project team members.

I was responsible for the qualitative cost and schedule risks analysis. This included providing schedule assurance reviews and controls analysis on initial targets and forecasts and developing the plans for projects and programs to mitigate risks.

[Methanex – G3 Project, Geismar, LA](#): I

was appointed to undertake **quantitative schedule risk analysis** for the \$1.4b methanol plant, which would join two existing methanol plants facilities into one.

This included undertaking **risk reviews** focused on interrogating existing risks, as well as identifying new risks, mitigations, assessing **quantitative risks and 'what-if' scenario analysis** in the lead up to major project milestones.

Repsol – Kurdamir-Topkhana

Development, Iraq: I was responsible for the production of the **project risk register and all activities enabling its accurate maintenance.** This included leading risk management reviews, assessing individual project risks and ensuring the maintenance of the register.

Columbia Pipeline – Leach Express

Pipeline, Ohio: I was responsible for the **quantitative cost and schedule risk analysis** including the **periodic review of threats and opportunities** across a multitude of workstreams, the implementation of **proactive mitigation actions** aligned to contingency management and Quantitative Schedule Risk Analysis to provide the client confidence in the project successfully delivering against key milestones.

I also provided **ad-hoc risk management support, including project risk set-up, process alignment, quantitative risk analysis and risk training.** I also assisted project teams with development of projects,

including **execution plans, contracting strategy, schedules, contractor selection, program standards, procedures, tools, and templates.**

OMV – Nawara Development, Tunisia:

Through facilitated risk workshops, I was responsible for **Schedule Risk Analysis** that provided **vital program insight** into expected delivery timescales vs. required vaccine production rates.

I also was responsible for the creation and presentation of periodic reports both **internally at program level within the project and externally to key stakeholders.** This included duties in managing the quality controls of the project's risk profile against the risk allowance and **Quantitative Schedule Risk Analysis** to scrutinize the Contractor's program and provide confidence in meeting key milestones.

CAMH Project, Toronto, Canada:

I supported the contractor, Carillion, with the pursuit of **additional compensation** from the design engineer for gross negligence, valued at ~\$20m. I provided schedule delay and acceleration analysis and participated in **formal mediation.**

Cairn India – Northern Rajasthan

Development, India: I conducted **Quantitative Cost Risk Analysis** to inform

project contingency and **Quantitative Schedule Risk Analysis** to challenge the project schedule and, where possible, build additional float into the schedule.

Chicoasen II Project, Chiapas, Mexico: A project to construct a new hydro-electric dam experienced numerous **disruptions and delays** during the civil work until the project was suspended.

I supported the contractor as the **expert witness** regarding the **calculation of impacts** due to the delay and disruption events. Duties included issuing a formal report regarding the **quantitative damages analysis** and testifying in a formal arbitration.

DFW Runway 18R Extension and High-Speed Exit E3 Project, Dallas, Texas:

I supported DFW with the **evaluation of the contractor's requests for compensation.** I issued **formal report regarding entitlement and quantitative damages analysis.**

To DEN, I bring substantial international experience and global best practices in risk analysis, management and mitigation, including vital what-if scenario analysis.



Christine Renée Monks

PMI Lead



Qualifications & memberships:

- Project Management Institute, PMP, Certificate #01497
- Oracle University Instructor
- Oracle P6 Implementation Specialist
- FAA Certificated Pilot and Instrument Flight Instructor

Length of employment & specialty:

- 35 years: Monks Project Solutions
- 45 years expertise in construction management

Availability:

Immediately

Skills and knowledge

Project management and controls process and strategy definition and leadership	✓
Controls platforms and software incl. Oracle Primavera P6 and Primavera Contract Management	✓
Data and knowledge management to enable 'single source of truth'	✓
Training and knowledge transfer approaches to embed requirements	✓

What I bring to DEN:

I am a construction management professional with experience in **planning/scheduling, project controls, estimating, and project/program management**. My broad **technical and managerial skills** enable me to successfully work with owners, subcontractors, general contractors, and large engineering firms.

I have a track record for enabling the **successful integration of contractor's program submissions** and the reporting of **critical milestones to ensure timely completion of projects**.

Designing and implementing complex systems requires a disciplined methodology to ensure that strategic, functional and tactical requirements are met. My methodology begins with the strategic, progresses to the functional and, finally, concludes with the tactical.

This framework produces detailed software that reflects the overall objectives and goals of the implementation and integration. It also reduces user pushback and minimizes required rework due to poorly defined requirements. I possess extensive experience facilitating teams using this process.



Execution of similar work in the past:

Multiple Projects, Missouri Department of Transportation (MoDOT), MO: I was the lead consultant for this engagement, which included a **lead schedule oversight role for two major MoDOT design-build projects**. The I-64 project at \$535m was the largest, single-highway project in MoDOT history, rebuilding 10 miles of I-64 in St. Louis, improving outdated interchanges and constructing the new Missouri River Bridge in Kansas City.

I provided expert review and assessment of the **Primavera critical path scheduling**, working with both MoDOT and its contractors to **improve the quality and effectiveness of their schedules and scheduling processes**.

RTD FasTracks, Denver, CO: Passed in 2004, the FasTracks initiative is a multi-billion-dollar program to build a regional light and commuter rail system in the Denver metropolitan area. The project includes 122 miles of light rail and commuter rail, 18 miles of Bus Rapid Transit and 57 new transit stations.



As the project lead, I assumed responsibility for **defining the project management processes and software configuration** around maintaining a **central owner-maintained Primavera P6 schedule database** to house all consultant and contractor schedules.

This ambitious approach envisioned a true '**single source of truth**' for the program, while **respecting the confidentiality** of each consultant's data from other consultants or contractors.

Too often in programs of this magnitude, each entity maintains its own data in silos resulting in multiple versions of the truth. FasTracks is the exception to this trend, and the program has benefited from the consolidation of data. I continue to **maintain the Primavera P6 system** and coordinate performance tuning and system upgrades.

Jeffco Public School District, Department of Construction Management, Colorado: Jeffco Schools is the largest school district in Colorado and the 35th largest in the U.S. I brought the **strategic, technical and facilitation expertise** needed to update the department's vision, systems, tools and processes.

I led the MSP team to **successfully transform the department's budget, contract and schedule management processes** using **Oracle Primavera P6 and Primavera Contract Management** to create an **integrated PMIS**.

All capital **project and contract management** is now **centralized and standardized with automated processes, reporting and analysis**.

More recently, we **implemented fully automated integrations** between the Primavera EPPM systems and PeopleSoft accounting, positioning P6 as **the 'dashboard' for program and project management**.

We have also led a new implementation phase, leveraging the District's PMIS investment to **integrate program planning processes, improve cash flow forecasting, and automate fiscal-year financial reporting**.

DDR Corp (now SITE Centers), Ohio: DDR is among the nation's largest retail property development/ management organizations with approximately 150 retail properties in the continental US, Puerto Rico and Brazil.

I led the team who worked with DDR to **implement an integrated P6 EPPM and Contract Management process providing portfolio-level dashboard access to real-time project forecast and performance indicators**.

This was a comprehensive effort from **strategic visioning through classroom user training**, which involved significant changes to existing project roles and responsibilities.

I developed a **custom, role-based training program**, complete with **hands-on exercises using scenarios and data from actual DDR projects**.

Training was carefully coordinated with production process roll out and provided for all roles, from application administrators to executive dashboard users. I delivered the training and instructed personnel over multiple training sessions.

For DEN, I will transform budgetary approaches and schedule management processes through leveraging software, lessons learned from other programs, and a thorough change management approach.





Jennifer Story
Document Control
Lead

Qualifications & memberships:

- Commerce & Economics, University of Calgary
- BA, Mount Royal College
- Construction Industry Institute—Benchmarking
- Construction Industry Institute—Product Implementation

Length of employment & speciality:

- 10 years: Enso Professional Services
- 26 years expertise in document control

Availability:

Immediately, full-time

Skills and knowledge

Development of document control and quality strategies, systems, processes	✓
Managing teams of document controllers and information managers	✓
Championing document control to improve operational effectiveness	✓
Administration, training and compliance management of document control systems	✓

What I bring to DEN:

I bring 20+ years of experience in **document management, quality management, project management, and implementation analysis**. My strengths include team alignment and management, **quality assurance, auditing, and improving work procedures**.

I have a proven track record of **implementation, configuration and management of systems, software and protocols** that support effective decision-making and understanding at program and organizational levels. This includes liaising with stakeholders and **software developers** to develop and install project interfaces.

I am experienced in working with **senior leadership teams to understand information management needs** and develop effective strategies or protocols to ensure that **documents are consistently available to relevant stakeholders**.

I have a broad knowledge of **project and program construction and engineering requirements** having advised on installations and retrofits – beginning at inception through budgeting, scheduling, equipment coordination, testing, training, and installation,



by implementing specific requirements.

Execution of similar work in the past:

Quality Manager & Document Control Manager, Jacobs Engineering,

Edmonton, Canada: In this role, I was ultimately responsible for ensuring excellent performance on all aspects of a project, including engineering, design, and construction. I conducted **project initiation reviews and monthly project performance reviews** on all projects. This included development of the strategy and for the firm's Quality Assurance Programs.

In this role, I:

- Assisted in the recruitment, training, and **development of quality department personnel**.
- Provided positive direction, **solutions, implementations** and assistance to various personnel in improving **operational effectiveness** and efficiencies within all key construction activities.
- Actively participated in **Change Management** seeking improvement to the Quality and/or Work Procedure Manuals.

- Acted as key facilitator of Value Enhancing Practices and ensured that the **delivery of project documentation was both accurate and timely.**
- Ensured and monitored that project runs allocated in the inspection field.

Project Manager & QA Testing Team Leader, Accurate Business Systems, Calgary Alberta:

I supervised the management of installation teams and maintained the position of “**In-house Trainer**” for all technical trainers. This included acting as a **liaison between software developers** to develop and install software interfaces and being responsible for all projects – new installations and retrofits – beginning at inception through budgeting, scheduling, equipment coordination, testing, training, and installation, by implementing specific requirements.

I developed and measured implementation strategies that allowed team members to complete projects with the utmost success, organized and **facilitated all communication between the technical department and marketing/management**, and was fundamental in the development of in-house training material and **facilitating quality-training strategies.**

Firebag Program, Suncor, Fort Mackay,

Alberta: As Quality Manager and Document Control Liaison, I was responsible for document control of several distinct projects in parallel execution ranging from small projects support to expansion work at Suncor’s Firebag Facility.

In this role, I assisted in the implementation of Project Cornerstone, a business transformation process to streamline **hundreds of tools and document applications**. This included **managing teams of document controllers and information managers** and identifying opportunities for continuous improvement.

Third Lake Power Plant, ATCO Power, Fort Chipewyan, Alberta: I was the Quality Manager and Document Control Manager on a \$500m diesel-generated power plant project that was being constructed in a very remote location where logistics were largely reliant on a winter road.

In my role, I provided **full document control and record retention services** inline with ATCO Power’s rules and policies. Tasks included running and administrating the document control systems (including managing internal and external documents), checking compliance against protocols, maintaining a register of files and ensuring access across numerous stakeholders.

My duties also included communicating and managing contractors and subcontractors, and reporting compliance.

Southern Lights and Alberta Clipper, Enbridge Pipelines, Canada: I was the Quality Manager on a series of related projects comprised of NPS 36 pipelines at various locations across Canada and the USA, with new barrel tanks, receiving traps, pipe modifications, booster pumps, QA facilities, and custody transfer metering.

Oil Sands RCP 1.1, Petro-Canada, Alberta, Canada: This \$2.5b program included a Process Design Package for the Sulphur Block consisting of a single train Amine Tracking Unit, a two-train Sour Water Stripper Unit, and a two-train Sulphur Recovery Unit complete with sulphur degassing, storage and loadout. In my role as Document Control Champion, I was the **gatekeep of document controls rules and procedures** and ensured commitment and support from internal and external stakeholders.

To DEN, I bring implementation, configuration and management expertise of document control approaches and systems, software and protocols.



**Lindsay
Mackay**
Scheduling Lead



Qualifications & memberships:

- BA (Hons) Business Management 2:1,
- APMG Earned Value Management, APMG Project Planning & Controls (Foundation levels)

Length of employment & specialty:

- 4 years: Turner & Townsend.
- 12 years expertise in scheduling, planning and reporting.

Availability:

Immediately, full-time

Skills and knowledge

Qualified scheduler, large scale aviation experience	✓
Knowledge of project/program planning systems, processes, lifecycles	✓
Ability to integrate, analyze and report on complex data	✓
Experience of engaging and influencing large stakeholder groups	✓

What I bring to DEN:

I am a lead scheduler with a track record for **driving planning and scheduling best practice**, reporting performance and **schedule integration across all elements** of client accounts. I have experience working on **major international hub airport projects**, in addition to experience in the oil & gas and high & manufacturing industries in the **USA, Canada and internationally**.

I routinely work with consultants, contractors and stakeholders to **establish schedule baselines**, measure performance and support decision-making through thorough and regular progress updates against **project baselines and KPIs**.

I am familiar with supporting **PMO** and supporting internal finance departments to develop cost loading schedules and additional information for funding requirements, including providing **Earned Value forecasting**.

Most recently, I established a preconstruction planning and scheduling service for a global data center program, which provided a true end-to-end scheduling function.



Execution of similar work in the past:

Heathrow Airports, Q6 Airside Landside Delivery, Lead Delivery Planning Consultant, London UK:

As part of the Q6 investment round, I led the planning team and worked across all projects in the Airside Landside Delivery team.

I also acted as Deputy Lead of the delivery team during reporting and routinely liaised with senior management and external stakeholders.

My responsibilities included analysis and **interrogation of contractor performance**, advising and guiding key decisions for high value projects regarding **forecasting, baselines and program interface**. As part of this, I examined contractor contract schedule baseline and monthly submissions and undertook performance monitoring.

I also led the implementation and assessment of change management and **risk management** reviews, leading and supporting the Planning team. This included **QA/QC of products**, and management interface meetings, **contractor reviews** and month-end client **reporting**.



Confidential Global High-Tech Client, San Francisco/Silicon Valley, US: Led the Program Planning and Scheduling service, which included **formulating and integrating a function-wide strategy for the service**. As a result, I successfully identified **business opportunity, negotiated scope of work** and driven recruitment to support the client as project needs flexed.

I also provided a **program integrity analysis service across client reporting**. This initiative aimed to **improve forecast accuracy** and build confidence with cost and time savings during data center construction.

As part of this program, I have **introduced best practice procedures and governance** across the discipline. This required collaboratively working with numerous **stakeholders** to understand various objectives and requests. The resulting processes and supporting materials have been applicable to each audience and well-received during the implementation process.

Apache North Sea, Petrofac, Senior Planning Engineer, Aberdeen, UK: I was the **Senior Project Planner from construction to close out** on the highly-successful Aviat Project. This project was a subsea tie-back for the Forties Alpha

Platform. During this time, I also managed two junior planners.

For this project, I created a **robust work breakdown structure** with the client which detailed our plan by system. My regular responsibilities included attending all project meetings both internally and externally and **creation of weekly planning** material based on progress updates, project change and amendments. The planning material I produced included **'look ahead' project plans, man-hour reports, histograms and procurement/work pack status** updates and **construction readiness** plans as well as S-curves.

I also created various trackers and registers which provided the engineering leads and focal points with a **valuable tool to submit their progress, monitor productivity and track change**. The detailed breakdown of work on the Aviat program was key in identifying project risk, incorporating change and assessing the impacts to project costs and the overall timeline.

Exxon Mobil, Worley Parsons, RDS, Hebron Greenfield Project, Senior Project Planner, St Johns, Canada: At RDS, I was the Senior Project Planner on the Exxon Mobil Hebron project. This was a

greenfield project.

My role was to **manage the detailed design plan and the procurement and expediting plan** on behalf of Worley Parsons, our Project Controls client.

I provided **weekly updates at package management reviews** and procurement meetings. I also led weekly update and progress meetings with the Engineering Leads and Project Manager, which created and nurtured effective working relationships.

Notably, I **implemented and monitored change** within the schedule and the creation of **monthly reports** for Project Management to **communicate any key areas of risk** within the schedule, productivity and man-hour statistics.

To DEN, I will bring multi-industry best practice tools, reporting procedures and leading approaches to ensure forecast and schedule accuracy and optimize decision-making.



Simone Gigli

Cost Lead



Qualifications & memberships:

- Master Degree in Mechanical Engineering
- CFA Level 1 exam passed
- CSCS, OSHA Construction Safety & Health
- APM certification in Earned Value Management

Length of employment & specialism:

- 6 years: Turner & Townsend.
- 15 years expertise: cost management

Availability:

Immediately, full-time

Skills and knowledge

Cost control including variance against baseline, forecasting and reporting	✓
Reporting on Earned Value and comparison of estimates against budget	✓
Stakeholder liaison including negotiation, documentation, reporting	✓
Comparison of estimates with budgets, cost and bid prices inc benchmarking	✓

What I bring to DEN:

I am an internationally experienced **PMO and cost lead**, with a depth of experience in **project controls, cost engineering and estimating, change management, planning and reporting and document control**. I have supported the fast-track of projects and set-up of project controls systems, and cost control strategies, **processes and procedures**.

My **international experience** working across both **aviation, transport and oil and gas sectors** has equipped me with an ability to **strategically plan and tactically deliver** in complex environments. I have a reputation for translating the big picture and program outcomes into **tangible plans and action to keep projects on time and on budget**.

I have a track record for helping clients develop and implement **cost control strategies** across their business portfolios; building **commercial capability** and enabling measurement of **variances at project and program level (including recommending corrective action)**.

I regularly liaise with delivery and senior management personnel in **subconsultants, contractors, PMO and controls functions**



Turner & Townsend

Execution of similar work in the past:

[Newark Airport, Terminal One Redevelopment, PANYNJ:](#)

I am the **project controls consultant lead** for the Port Authority of New York and New Jersey the EWR Newark Airport Terminal One Redevelopment Program (\$3.0b).

My duties include **overseeing program controls and contract management**, including the set-up of program **processes and procedures and the project execution plan**. As part of this, I **developed and reviewed the program schedule** including in consideration of fiscal year planning and **assessment of performance and expenditures vs the planned budget** for the fiscal year in addition to setting up the budget and forecast control processes.

At Newark Airport I have also set-up the **client change control system and change control reports**, including contractual interpretation of contractor's claims and the set-up of the risk & opportunity register.

[Heathrow Airport Ltd, Q6 Program, London \(UK\)](#)

In the role of Senior Project Controls Manager, I supervised the work of a 20+ strong team within project controls, planning, risk management and cost engineering.



I oversaw **cost estimating, and quantity surveying** for the assigned programs across multiple stages of the project lifecycle. This included **liaising with project managers, finance & Treasury and the Project Control Department Manager and PMO**.

In undertaking this role, I was responsible for the implementation of **Earned Value** techniques to assess the project performance and the project health (APM Earned Value certification acquired in 2015) in addition to **establishing project budgets** according to **cost account structure and cashflow management** requirements.

Ceona Amazon, Capex project, UK:

I was appointed the Project Controls Manager and Cost Control Manager for the construction of the new Vessel Ceona Amazon in the UK. In this role, I was responsible for **monitoring and reporting of actual cost** expenditures, committed purchase orders, estimates to completion and **forecasts at completion** in relation to the program budget, including narratives, variance analysis and **trend forecast** to **identify cost over-runs** that requires corrective actions.

My role involved the management of a number of key deadlines across multiple projects, as well as management of people

and interfaces between program and delivery teams.

Petrobras Eetrobras, PLSV delivery, Vitoria (Brazil):

I acted as Project Controls Manager and Cost Control Manager, for a pipe-lay support vessel charter based in Vitoria, Brazil.

In my role, I undertook the review of **supplier invoices and assessment of accruals** for works performed but not yet billed. I established **reporting processes** to provide **control and foresight into the commercial position**.

In addition, I was responsible for all **commercial matters** including change control, **compensation event assessment** and management of the **risk reduction process**.

ENI, ABO expansion, Lagos (Nigeria)

As Project Controls Manager and Cost Control Manager I was responsible for all **commercial and cost control** for multiple fast-track offshore installation projects.

As a member of the **leadership team**, I was responsible for enabling **critical co-ordination of multiple disciplinary functions** and process, as well as building **full transparency and trust with the**

contractor.

SABIC, SAFCO V, Jubail (Saudi Arabia)

I was Lead Cost Engineer / Deputy Project Controls Manager during the **Engineering and Procurement Phase**, home office based in Rome, in addition to working **on site in a hands-on role to manage cost and support claims avoidance** during the construction phase of a petrochemical Ammonia-Urea plant in Saudi Arabia.

Burullus Gas, Sequoia VII, Alexandria (Egypt)

My role as Lead Planning Engineer on site focused upon **strategy, the set-up and update** of the fabrication and installation **schedule** and the **progress measurement system** of a fast-track offshore project in deep and shallow waters.

WESTNET ENERGY, DBNGP, Perth (Australia)

Lead Planning Engineer on site responsible for the set-up and update of the installation **schedule** and the **progress measurement system** of a fast-track gas pipeline project.

I bring exceptional experience in developing, managing and reporting against aviation program schedules.



5. Integration of quality control





5) Integration of quality control

'Better every time' is the way we do business.

5.1 Our approach to integrating QC

A key measure of success for any PMO is its ability to drive continuous improvement, particularly at the project delivery level. In a multiple project environment, you will see tangible results including:

- Improved accuracy of forecasting and cash flow.
- Right first-time achievement through governance and control points.
- An empowered supply chain that is integrated into your system.

Our approach to continuous improvement starts with a concentrated effort to align with DEN's mission and vision, as well as to your operating strategy and priorities. Once aligned, we derive our quality control processes to optimally drive governance, reporting, policy and procedures, risk management, and quality management via three primary value streams:

1. **Technology:** Digitally mature and secure systems harness the innovative power of technology to ensure DEN has full operational visibility of the capital program. Through our proprietary systems, we will provide strategic insights not previously available to DEN to help drive decision-making and fulfill project objectives.
2. **People:** Our mobile, diverse, connected workforce of talented global program management professionals define what 'great' looks like by delivering on our promise of a meaningful and outcome-focused client experience. Our MWBEs will be fully integrated into our approach.
3. **Controls:** Measurable, accurate, and timely metrics driven through clear policy and operational governance ensure success of your capital projects. Our model embeds best practices and local insights into the outcomes measured via KPIs and ensures a feedback loop of lessons learned to drive continuous improvement.

5.2 Three lines of defense—fully integrated with DEN's QC standards

We have a track record of success working with clients to integrate our approach to the delivery of project controls within a client's existing management system. Our 'Three Lines of Defense' (LOD) quality control model will seamlessly and efficiently integrate with DEN's existing processes and standards, thereby allowing our team to:

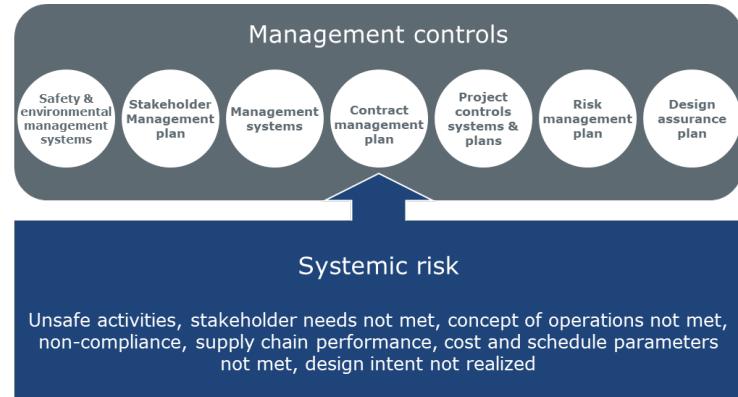
- **Identify and implement** enhancements into your management controls and quality management system (QMS) based upon our industry learning, best practices and knowledge
- **Activate** our corporate capability to underpin and support delivery in your own environment, and
- **Advise** you with the independent assurance that is critical to your executive team.

We add value by not simply agreeing to adhere to your existing QMS, but by working with you to enhance and optimize your system. Underpinning DEN's current ways of working with Turner & Townsend's 'Three Lines of Defense' model will allow us to identify interventions and improvements which will better success of your projects and garner buy-in from your executives and stakeholders.



The first line of defense (LOD-1): integrated controls

Delivered by our Project Leader, Mark Hamill, LOD-1 will manage the quality and performance of our day-to-day delivery activities within the project controls system. This first line of quality control will measure compliance to daily processes and procedures within the controls team and ensure integration and alignment with the broader enterprise to achieve a unified, holistic approach.



Within LOD-1, Mark will be accountable for identifying any failures to comply to the agreed upon ways of working for schedule, cost, risk and estimating within the AIM team. He will also look to identify any shortfalls related to the integration of our services within the broader enterprise of integrated controls, feeding these back into our Project Controls Strategy as contained in our Service Delivery Plan.

We have established several measures to provide DEN with the assurance that these controls are working effectively, including:

- **Enhanced forecasting accuracy:** We will ensure set project budgets are predictable to within 5% of monthly targets on capital spend.
- **Improved schedule predictability:** We will provide confidence in milestone delivery on a rolling 3-month basis with no surprises and a reduction in slippage.
- **Right first-time report issue:** We will get it right the first time by ensuring all targets are met on time and to the required quality standards.
- **Supplier quality improvement:** Measured through the quality of their submission at the outset, we will achieve 100% compliance to standards from the supply chain.

Project: New York Power Authority (NYPA)

Project Highlights: We were appointed by NYPA to lead the Utility Operations Division to optimize decision making and oversee life cycle delivery; working together with NYPA to define and deliver the right sizing of their organization structure, program controls strategy, and portfolio management solution for their \$1.5 billion five-year CapEx plan. A key element of this management solution was process, procedure, governance, and tooling for schedule quality control. We built customized templates within Primevera and aligned these to the procurement requirements, so the schedule requirements could be systematically managed. To further drive quality control within the schedule environment, we built a customized schedule assurance tool which evaluated the supply chain's schedule on a periodic basis, against pre-determined scorecard criteria. This enabled NYPA to make informed proactive decisions ahead of time, mitigating risk on key schedule activities.

Relevance:

- This experience benefits DEN, twofold. Replicating a tool like this for yourself will enable you to have a customized tool, aligned directly to your supply chain's contract and procurement obligations, which promotes confidence to DEN leadership around the integrity of the schedule evaluation, but also the consistency across the portfolio, with how schedules are reviewed.
- This tool will enable Mark to check the team's reviews quickly, effectively and easily to identify any areas of oversight or inconsistency. Furthermore, we have proven that *using this standard tool, leads to a 60% reduction in schedule review time*, by our scheduling team; this is an efficiency in terms of man hours which will be directly reflected in our fee structure.



Second line of defense (LOD-2): program assurance

LOD-2 is typically delivered by DEN's own PMO or, in the absence of this, DEN's Finance Office can lead this function. At this line of defense, Turner & Townsend integrates our capabilities with those of DEN to establish the series of 'checks and balances' necessary to ensure the first line is executing its role correctly. The CIP program will typically have points around which to build LOD-2. These are usually in the form of project gateways and governance boards.



LOD-2 provides both DEN and Turner & Townsend with confidence that we have an accurate, independent view of the status of your program.

In addition, at this level, we will provide DEN with access to:

- **Global benchmarks of schedule and cost estimates:** Providing you with the ability to test your asset-based costs and schedule against our global aviation center of excellence.
- **Our proprietary 'Efficiency and Effectiveness' models:** Providing the composition and associated costs of operating projects, these management ratios allow for the challenge and setting of enhanced performance targets.
- **Our non-billable reach-back team of subject matter experts to execute IBRs:** Leveraging subject matter expertise, which is independent from the delivery at DEN, but still part of the solution, should any resolution or specialized insight be needed.
- **Readiness testing through our proprietary tools:** Using our tools, such as C6, we can help DEN test its own capacity of capital delivery and recommend improvements based upon broad industry learning.

The integration of our approaches with DEN's own gateways and review points will allow us to map the major review points in the CIP. It will also provide a rolling program of assurance from which you can access our global capability and benchmarks, drawing upon our intervention and strategic support team as required.

Typically, at this level of review, we would expect to see more fundamental improvements in factors such as:

- **A reduction in change controls for scope gaps** as we begin to fully challenge project requirements,
- **A reduction in poor estimates** as we mitigate optimism and anchor bias through external benchmarks,
- **A reduction in projects returning for re-submission and decreases in the need for additional funding** as we get better at setting realistic targets, and
- **Increases in supply chain** capability and mobilization of contracts as we get ready for contract award.

Our enhanced performance review in 2018 reflected a 30% decrease in failed projects, with up to 25% of projects being delivered under budget, when applying strong controls and governance approaches.



Project: San Francisco Airport (SFO) Terminal 1 (T1)

Project Highlights: Turner & Townsend supported SFO to effectively deliver their T1 redevelopment program. SFO required systems and tools to manage schedule, mitigate risks and identify and capitalize upon opportunities. Based on our global aviation experience, we developed and implemented schedule and risk management methodology including an independent QSRA model. As part of our work we:

- Led SFO's risk management maturity assessment process against national and global programs to demonstrate quality and value;
- Implemented an independent risk management approach to assess the program risk implications;
- Assured mitigation actions including monthly QSRA to quantify the impacts on the program;
- Reviewed the proposed phasing options for the T1C program including benchmarking of schedule;
- Adopted a schedule management methodology to help assess the robustness, quality and accuracy of a contractor's schedule; and
- Augmented the program PMSS (project management support services) to manage overall teams' quality assurance process within project controls.

Relevance:

- Demonstration to DEN of our experience in integrating service delivery streams, and translating this into documentation and delivery strategy to deliver quality in all outputs
- Creation and embedment of an integrated risk management approach to facilitate informed decision making, based on quality assured data built up from, holistic risk mitigation and capitalization of opportunities at the earliest moment.
- Management of the ORAT development, in terms of risk management exposure and contractor schedule coordination and validation.

Project: Sellafield Ltd.

Project Highlights: We are appointed as the second line of defense by Sellafield Ltd in the delivery of all major capital projects within their portfolio. Recognized by the UK Government department in the delivery of this role, we integrate with the Sellafield Gateway process and Project Execution Review interventions to provide:

- Cost estimate and schedule benchmark comparisons, to projects within its own portfolio, the sector and compared to other UK infrastructure delivery projects
- Organizational reviews, benchmarking the major project ratios (such as overhead vs direct delivery) to that within its own sector and the broader global infrastructure
- Review of risk management plan and contingency approaches, assuring there is no risk on risk within the supply chain as well as protecting the client from optimism bias approaches to delivery

Relevance:

- Sellafield have an ambition to be 'top quartile' in the UK for the delivery of major capital, they have an ambition to be recognized and our role is key to achieving this
- Our Quality Assurance process is used to enhance the client's capability, since adopting this approach the client has had 100% success rate on government authority to proceed, with no re-cycle actions, an increase of 45% productivity

Third line of defense (LOD-3): independent assurance

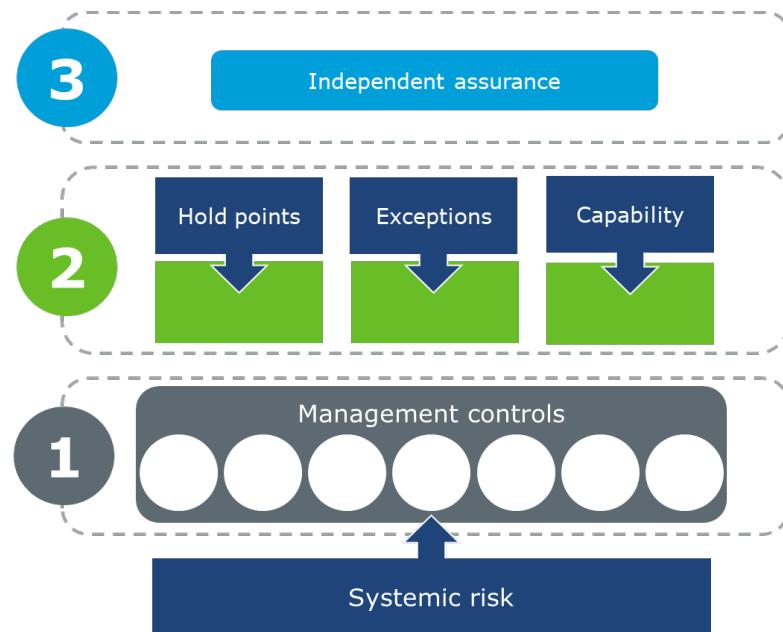
In a capital delivery environment, LOD-3 is typically set by the executive board providing senior stakeholders with the opportunity to audit and review the program as specific stages of delivery. It is typical that external third parties are brought in to conduct such reviews, providing a greater degree of scrutiny and governance in the operations of the business.

In an environment like the one at DEN, it is likely that this level of assurance would be driven from the Finance Office or the City of Denver. Turner & Townsend's LOD-3 role is to integrate into your organization and proactively propose elements of the program that we feel require independent checks, based upon performance factors within DEN; help you prepare for independent assurance, interfacing with your audit functions to ensure we satisfy specific requirements; participate in the review ourselves, acting in our role within the second line of defense and responding to any challenge and access approaches we have brought to DEN.



By integrating our quality control and assurance process at the working level (LOD-1), supported by the ability for us to intervene and input at specific hold points (LOD-2), any requirements defined at LOD-3 will be satisfied professionally and efficiently. We will never leave you in a position where you do not have the right information, background, or context to make decisions, nor without the ability to externally reference why approaches have been adopted and how they directly benefit DEN. The measures that will demonstrate our success at this LOD-3 will include:

- **DEN's ability to prepare effectively for audit:** We will never miss a deadline and you will always have the information you require.
- **DEN's ability to respond to audit findings:** We will ensure readiness within a two-week period.
- **Reduction in the number of major issues found:** Our ambition is to achieve no findings through the life of our support to you.



Project: Gateway Development Corporation

Project Highlights: As Gateway Development Corporation continues to build their business case, satisfy their environmental impact assessment requirements, and justify the financial viability of this critical program, they required professional services expertise to quantifiably demonstrate that this program represents value for money. Turner & Townsend was initially engaged for cost review support; this required the undertaking of a high-level estimate, which when reviewed in parallel to their detailed estimate, highlighted major cost drivers associated with their project. This represented areas of opportunity and risk. The client subsequently expanded Turner & Townsend's services to include estimate assurance and analysis. Under this expanded scope of work, we reviewed, enhanced, and improved the client's estimating methodology and approach to implementing value engineering construction methods. This assurance report provided the client with the tools to go back to their key stakeholders and delivery partners and look at ways they could design in more efficiencies, reduce design complexity, and rethink delivery methodology.

Turner & Townsend applied our own assurance to the delivery of our service, with our local resources supported and directed by our global SMEs, our cost benchmark efforts based on our own historical data and verified for integrity and our indices and factors applied based on our systematic, globally applied methodology. As a result, we were able to produce for approval purposes:

- A readiness report for the project to support funding requests
- Evidence of the benchmarks we had applied from a global perspective
- A position on the risk and opportunity that we felt was realistic for the project at this stage

Relevance:

- Demonstrates the effectiveness of our global capability and expertise within local markets, to enhance performance and tangibly challenge the local market status quo.
- Demonstrates our commitment to accountability and supporting DEN in achieving key stakeholder buy-in and approvals.
- Demonstrates a clear understanding of the complexities of a state-funded program and the related responsibilities that ensure a smooth approval process.

6. Reporting





6) Reporting

Transforming project data into usable management information to keep work on track.

6.1 Transitioning from manual paper reporting to online dashboards

Through Turner & Townsend's guidance, our global aviation clients, representing some of the largest major airport hubs in the world, have successfully transitioned their manual paper reporting processes to fully integrated online dashboards, providing interactive, rapid, and accurate reports that reduce the resources required to support the project controls function. Our experience in the production of dashboard reports includes the use of applications such as Power BI, Tableau, and 3D visualization tools such as Navisworks.

We have developed a library of 'Mega Project and Program' reports to draw upon, underpinned by a detailed Performance Measures Dictionary (PMD). The PMD defines each measure, its purpose, basis, and source within the organization. This library allows our

clients to specify the level of effort and system needs to transition to automated reports – we believe this is critical in managing stakeholder demands for immediate information.

Our in-house technology team is experienced in integrating with core enterprise resource planning systems such as SAP and Oracle. Turner & Townsend is an Oracle service-track (gold) partner, which means our technical resources are trusted by Oracle to successfully architect, implement, and manage Oracle Cloud solutions for our end-user clients.

We achieve these transitions quickly, effectively and with minimal re-work. We achieve this through:

- We have a *Performance Measures Dictionary (PMD)* built from a multi-billion CapEx of global projects. This sets out the measures that make projects effective.
- We have a standard set of reporting specifications for various stakeholder groups, providing a straw-person to work from – *we don't have to start from scratch on requirements every time*.
- We have ready prepared reporting examples for dashboards, and for individual KPI measures within – *we can share what others are doing and how this can be visualized in modern technology*

Using dashboards to help our global aviation clients	
<i>Asset management programs</i>	Heathrow Q6+ program Turner & Townsend developed a fully integrated online dashboard providing Heathrow International Airport with confidence in cost, schedule, risk and operational interface status to teams working on a portfolio of low-to-medium complexity scopes of work that include airfield, landside, and terminal assets. Delivered using Power BI.
<i>Major capital build</i>	Changi Working on the Terminal 5 development project we have integrated the schedule and estimate for the project with the design model, allowing us to visualize the build sequence of the new terminal development. The design dashboard then tracks completion of phases of design, including design quality metrics, feeding back to the schedule's critical milestone dates.
<i>Operational Readiness Activation and Transition (ORAT)</i>	Midfield Terminal Abu Dhabi Airports Company (ADAC) As part of our execution of the ORAT PMO for the ADAC, we produce a weekly dashboard to provide the status of the asset conversion to operation using the BIM platform and integration with Maximo to visualize delivery. This dashboard tracks the number of rooms and systems which are then available for use in the asset.



The following case study provides an example of one our most recently completed major project controls transformation programs in which we converted the business from paper reporting across five layers, including external stakeholders, to a fully interactive and automated solution.

Project: Highspeed Two Ltd.

Project Highlights: As part of the Project Controls transformation, we led the improvements in the reporting approach. This included automating and systemizing the process from contract and project level reporting all the way through to reporting to external executives and government officials. To achieve this, the Turner & Townsend team:

- Established the reporting specification for each level of the hierarchy, locking and defining requirements that would drive action
- Used a performance measures dictionary to determine the actual requirements of each measure, including an ability to visualize each measure in turn
- Aligned performance measures to contract requirements to ensure we could capture the metrics at the level of actual performance, critical to driving the process
- Ran a series of pilots where we tested the reports in management scenarios, including for testing against meeting terms of reference and objectives
- Ran parallel reporting processes, allowing for real testing of accuracy and relevance
- Trained the project community on how to use the reports

Results Achieved

- Transitioning from manual printed paper to interactive power BI dashboards, achieved in a 9-month period
- Reduction in the time taken from period end to reports issued by 50%
- Reduction in the reporting team by 30%
- Fully systemized process, no manual intervention in the handling of data, full data integrity

Relevance:

- Fully automated reporting system, from stakeholders in government to project teams managing day-to-day delivery
- Production of information sheets for external stakeholder groups, driven from common data sets
- Achieved in a complex stakeholder environment while project is ongoing
- Incremental approach to align with expansion of the program

We have further enhanced our team with the addition of MWBE firm Monks Project Solutions (MPS) to not only provide local technology capacity but also because they understand DEN's current PMIS approach. Their contribution to the team will be especially beneficial when assessing and incorporating DEN's use of Oracle Analytics.



MPS provides a complete range of project management consulting and technical services around Oracle's best-in-class Primavera family of Enterprise Project Portfolio Management (EPPM) applications—both P6 EPPM and Oracle Primavera Cloud. They have helped hundreds of customers implement exceptional, standards-based solutions across a wide variety of industries including energy, technology, and professional services.

MPS has refined a comprehensive methodology focused not on software deployment, but on delivering needed improvements to project processes and promoting an environment of continuous improvement.

6.2 Producing reports in a capital program environment

Having delivered project controls services for over 20 years across multiple industries, we have developed a set of 'golden rules/key lessons' for developing improved reporting solutions. Aligning these to the challenges that we must navigate with DEN is shown in [Table 6.1](#).

**Table 6.1 Applying lessons learned**

Key Lesson	Transferable approaches we use
<i>Know your stakeholders</i>	When moving to automated reporting its key that all stakeholders are satisfied. We have developed a ‘blueprint’ for stakeholder groups and needs, providing the ability to get focus into specific conversations bringing relevant lessons and advice to these groups, the quality of your questions provides stakeholder confidence in your ability.
<i>Define and lock requirements</i>	Using our PMD we have defined the different measures and the management techniques each measure requires to execute. We have developed standard reporting specifications that allow us to gain agreement on report content, allowing us to progress to build without having shifting needs.
<i>Test requirements against capability</i>	Once requirements are understood, it is critical they are tested against the organizational maturity, systems capability, and supply chain ability to support the process. We have a set of standards available that define contract requirements for various contract types based upon project stage. Our Digital Maturity Model allows us to test the capability of the organization and its readiness/steps required to enable automation.
<i>Keep it Simple</i>	We work to a rule that aims to have no more than eight key messages on a dashboard, providing focus and allowing the user to absorb the message provided. We will share approaches and experiences from multiple sources to allow DEN, if required to ‘lift and shift’ any good practice examples.
<i>Pilot and Parallel Run</i>	When implementing new approaches, it is critical to pilot outputs for a specified period to allow stakeholders to interact, test their own thinking and request any changes. We then propose at least three months of parallel running with the current reporting approaches to ensure the approaches work, data is reliable, and the reports drive action.

6.3 Key performance measurements (KPIs) for previous projects

Our PMD contains over 700 prospective and retrospective measures that we have the experience of specifying and implementing within a delivery environment, we categorize these in the following manner:

- **Safety** – Am I keeping the program safe?
- **Environment** – Are we delivering responsible and sustainably?
- **Delivery** – Are we hitting cost and schedule targets?
- **Quality** – Are we delivering with zero concessions?
- **Community Relations** – Are we working with the community in a positive way?
- **Social** – Are we developing the local communities?

Against these categories we have defined lead and lag performance indicators allowing us to be more confident in our ability to predict performance. An example of this would be:

Key Performance Measure	Key Lead Indicators	Key Lag Indicators
<i>Estimate at Complete (EAC)</i>	<ul style="list-style-type: none"> ▪ Number & Value Trends Raised ▪ Cost Performance Indicator (CPI) 	<ul style="list-style-type: none"> ▪ Estimate to Complete

The lead indicator provides insight and confidence in the stated ‘Estimate to Complete’ (EAC). In this case, if the number and value of trends is going up month-to-month, our confidence in the ‘Estimate to Complete’ would go down, providing less confidence in our stated EAC. Equally there may be no trends in the system, but our CPI is 0.8, meaning we need an increase in cost performance next month in to maintain our current forecast.



This approach was developed and recognized as an industry-leading practice for Crossrail and we have gone on to replicate this model across Heathrow, Schiphol, HS2 and Sydney Metro. This track record allows the ability to not only compare KPI measures within the program, but also benchmark performance on similar phases of the project.

Heathrow Q6 (\$22BN)

Project Highlights: We established the Performance Assurance Framework for Heathrow's Q6 portfolio as a means of creating a consistent and transparent regime that all project scopes and contractors could work and align to, comparing performance and driving lessons learned. We achieved this through:

- Standard measures across all scope, fully defined with no ambiguity
- System driven approach, populating Clikview and Power BI by an automated regime
- A common approach that allowed for all stakeholders to understand performance across the full range of KPI categories

Results Achieved

- 9% increase in productivity and project performance
- Ability to compare Heathrow's performance factors to those within other UK project environments
- Acceptance from government stakeholders that this model was the only model to demonstrate performance, removing all other Audit functions and satisfying the regulators on performance standards

Relevance:

- We have the experience of implementing industry leading KPIs within a complex project environment
- We know which KPI's drive action and how to use them
- We blend the lead with the lag, providing performance transparency

6.4 Predicting performance using trends and earned value

As noted in section 6.3, the use of lead indicators and performance trends is critical in testing the confidence levels within project forecasts. Table 6.2 illustrates a selection of measures, that through our Lines of Defense (LOD) quality process would be used to indicate a risk to the delivery of the CIP project or program.

Table 6.2 – LOD in project forecasting

Recognized Trend	What this is informing as a lead indicator	Intervention required
<i>Schedule Performance Indicator (SPI) degrading each month</i>	Our confidence in the delivery of key milestones is reducing, productivity needs to increase month on month to recover the situation.	Using our quality approach our LOD-1 indicators would trigger an area of concern if the trend occurred for more than concurrent three months. We would then propose a detailed baseline review to fully understand the situation and potential impact.
<i>CPI performance is degrading each month</i>	Our confidence in the estimate at complete is decreasing, efficiency in delivery needs to increase each month to recover.	
<i>Number of contract early warnings is increasing each month</i>	The contractor is raising concerns with respect to the deliverability of the scope, this lead indicator provides insight into the potential risk in the contractor's scope.	Our LOD-1 triggers would be set on value and number of warning notices, trigger a proposed intervention to conduct a health check and review of the contract targets.
<i>Contingency budget vs. estimate to complete is decreasing ahead of curve</i>	The projects are drawing on contingency early, putting the project budgets at risk.	The LOD-1 triggers would be set to measure % of contingency remaining vs. scope to go, indicating is a review of the risk model is required.



6.5 Developing dashboards for different audiences & stakeholders

In an airport delivery program, we believe there are two primary key stakeholder groups to satisfy:

1. **Internal Stakeholders** (project delivery teams, the supply chain and program leadership teams) – this group are key to decision making to enable the program. It is our role to provide these groups with information that informs them, allowing them to make key decisions. As a project controls function, they are our primary stakeholders and delivery to these groups is critical
2. **External Stakeholders** (City/County of Denver, airline operators using the assets being impacted, the public using the airport, and regulatory bodies such as environmental compliance) – this group can have a significant influence on the program and should be kept informed of matters within the program at regular interventions. In our experience these groups are typically managed via an engagement process which is structured and controlled, our role within Project Controls is to support the engagement process as and when required.

Our approach to working with internal stakeholders is to include them as part of the project team, engaging them regularly and sharing the best practices as laid out in our proposal. In our experience, the critical internal stakeholders over and above the project and program managers include:

- **Finance**, who we are required to keep regularly informed and engaged
- **Procurement**, engaging them in the delivery of the program to ensure they are bought into delivery targets, and the commercial performance of contracts is key to managing the program

External stakeholder must be informed and feel like they understand what is occurring within the program, they have no decision-making authority but can become blockers to performance if not managed in an effective manner. Our approach to managing external stakeholders has been established through the delivery of major Airport developments that include Dublin, Heathrow, Melbourne, and Hong Kong International, the tools we use to provide these stakeholders with relevant information include for visualization techniques than include:

- Performance ‘posters’ providing high level and informative project information including for items such as quantities of work required, key achievements in the period and planned in the new quarter, photographic engagement of progress, description of the benefits the CIP is achieving.
- Airport visualizations created from an aerial view of the airport plan overlayed with a visualization of each project’s status, providing the ‘five-minute’ message regarding the CIP performance.
- Performance videos, created using BIM technology, providing the passengers and airlines the ability to understand the future feel and look once the asset becomes operational. This approach was particularly effective in securing a new airline to the Abu Dhabi Airports Company, as we were able to demonstrate and visualize to the CEO of the airline the journey of the passenger when they used the carrier.

Our approach to creating the above collateral is to produce, issue, and seek feedback through the controlled engagements that are scheduled. We listen to stakeholder feedback and continue to build out reports to respond to their needs. Our role in working with DEN will be to share our experiences and good practice to create a library of options. As a best practice, project information is not shared with external stakeholders until we have buy-in and approval from our internal stakeholders. We will confer with DEN to assure and sanitize any project data prior to issue to external stakeholders.

7. Company experience and qualifications





7. Company experience and qualifications

Leveraging our global project controls experience to support DEN's vision of becoming a Center of Excellence for aviation PMO.

7.1 Our approach – How we help DEN

The preceding sections outline our approach and methodologies for cost effectiveness, PMO strategy, key personnel/staffing, integration of quality control and reporting; the following section details our approach to MWBE utilization.

Our experience – At a glance

Turner & Townsend holds a deep knowledge and experience across all asset classes, with a particular focus on aviation where we currently work on \$45 billion in aviation assets for our global clients. This sector experience and the proven results-driven approach (set out in previous sections) of delivering process improvement in tough and challenging organizational change environments with major infrastructure projects and operators has seen Turner & Townsend gather a wealth of aviation data which forms the cornerstone of our experience and will support our approach in providing a demonstrable improvement compared to similar global asset owners.

This sector experience and our proven results-driven approach demonstrated through our response of delivering process improvement in tough and challenging organizational change environments with major infrastructure projects and operators, means we are ideally placed to partner with you to drive your future success.

 <p>5 Continents </p> <p>7 Regions, 19 Countries</p> <p>We have access to data on a global basis from 5 Continents - 7 Regions, 19 Countries</p>	 <p>300+ Projects</p> <p>\$250Bn+ Data 'cleansed' & normalised International location factors Assurance rating Key attributes identified Cost, schedule & design data</p>	 <p>19 Facility Types</p> <p>Our data covers all the aviation facilities: Piers & terminals, Airside & landside Infrastructure, Transport Systems, Ancillary Buildings, Car parks, Baggage Systems, etc</p>	 <p>Indirect Cost</p> <p>\$10Bn + analysed: Site based prelims Logistics Operational Readiness Client costs </p>
 <p>49 Piers & Terminals</p> <p>\$53.4 Bn 8.2 Mil m² Over 8000 weeks on site</p>	 <p>43 Airside Infra Projects</p> <p>\$5.4 Bn 12.0 Mil m² Stands, Taxiways, Runways Control Towers</p>	 <p>21 Airport Tunnels</p> <p>\$4.2 Bn 10,600 m² Cut & Cover 93,000 m Bored Tunnels</p>	



Our experience – Case studies

The following pages highlight four (4) key projects on which Turner & Townsend has moved clients like DEN forward in exciting ways. Each case study describes the effectiveness of our PMO approach and the innovative ways in which we have shaped the aviation industry.

Los Angeles International Airport (LAX) Program Management	
Project location	Los Angeles, California, USA
Project value	Various (80 projects; \$10M-\$100M each)
Gross fees	\$10 million
Level of assistance	High
Relevance to DEN scope of work	Compliance, project management support, scheduling, change management / claim avoidance, risk management, reporting
Subconsultants	No
Project description	<p>Overview</p> <p>Since 2007, Paslay Management Group (PMG) has supported the Los Angeles World Airports (LAWA) program management advisory program at LAX. As LAWA's partner, PMG helps establish LAX's capital plans, objectives and vision, with a particular focus on redeveloping the Tom Bradley International Terminal (TBIT) West and Satellite Concourse. Over the last 14 years, PMG's role has evolved in line with LAWA's growing needs and LAX's complexity of development. At present, PMG oversees all change processes for procurement, project controls, stakeholder management, risk analysis and mitigation at LAX.</p> <p>Our approach/methodology</p> <p>PMG deployed a pool of their executive level resources to support the LAWA leadership transform from a program management team managing a small program of work, into an organisation which manages and delivers a multibillion-dollar portfolio. This was achieved through:</p> <ul style="list-style-type: none"> ▪ The creation of an integrated and centralized program controls function for confident, portfolio-wide decision-making. ▪ Implementation of a portfolio capital improvement plan to maximize market engagement / impact (i.e. strategy and asset spend prioritization). ▪ Formalized stakeholder liaison planning and for LAWA tenants (e.g. airlines, commercial/concession tenants, supporting vendors, Transportation Security Administration (TSA), etc.) and LAX staff (e.g. maintenance, operations, public safety, media/public relations, etc.).
Outcome / results	<ul style="list-style-type: none"> ▪ Effective, economic market engagement. ▪ Real-time, transparent, tangible. ▪ Risk analysis roadmap to assess current workload and future work.
Owner / contact	<p><u>Owner:</u> Los Angeles World Airports</p> <p><u>Contact name:</u> Justin Erbacci</p> <p><u>Contact title:</u> Chief Executive Officer</p> <p><u>Contact e-mail:</u> jerbacci@lawa.org</p> <p><u>Contact phone:</u> 424-646-5334</p>



Newark International Airport (EWR)	
Project location	Newark, New Jersey, USA
Project value	\$2.6 billion
Gross fees	\$1 million per annum
Level of assistance	Medium
Relevance to DEN scope of work	Compliance, cost management, risk management, contract management, reporting
Subconsultants	No
Project description	<p>Overview</p> <p>EWR's Terminal 1 (T1, formerly known as Terminal A) redevelopment program is a large-scale, multi-facility venture aiming for LEED Silver certification. To support this complex undertaking, The Port Authority of New York and New Jersey (PANYNJ) engaged Turner & Townsend to support their EWR T1 Program Team with project and change controls, scheduling, reporting, contract, opportunity, and vendor management.</p> <p>Our approach / methodology</p> <p>Our team's main objective was to facilitate fast decision-making and empower the EWR T1 Program Team with confidence via real, accurate data:</p> <ul style="list-style-type: none"> ▪ Development and implementation of an integrated program schedule for enhanced progress monitoring, most notably the forensic analysis of supplier change orders. ▪ Creation of a customized interdependency report for tracking milestone dates / events across interfaces and stakeholders. ▪ Introduction of a PANYNJ-integrated cost controls systems report (i.e. a report compatible with PANYNJ's internal systems/software Wintrack, PDPS, ICMS, PPW).
Outcome / results	<ul style="list-style-type: none"> ▪ 20% saving overall risk allowance. ▪ Month-end reporting production window reduced by 10 days (from 14 days to 4 days).
Owner / contact	<p><u>Owner:</u> Port Authority New York New Jersey</p> <p><u>Contact name:</u> Wattana Pitaksaringcarn</p> <p><u>Contact title:</u> Sr Program Manager Project Controls</p> <p><u>Contact e-mail:</u> wpitaksaringcarn@panynj.gov</p> <p><u>Contact phone:</u> (973) 961-6624</p>



Shell Real Estate (RE) Global PMO	
Project location	Various (USA, Europe, Middle East, Asia)
Project value	\$200 million – \$250 million per annum
Gross fees	\$9 million per annum
Level of assistance	High
Relevance to DEN scope of work	Compliance, project management support, estimating, cost management, scheduling, change management / claim avoidance, risk management, contract management, reporting, document controls and records management
Subconsultants	No
Project description	<p>Overview</p> <p>Turner & Townsend provides global PMO and project delivery services for Shell across the US, Europe, Asia, and the Middle East. Shell RE's objectives are four-fold – capital spend confidence, performance management, teaching and training, quality control.</p> <p>Our approach / methodology</p> <p>To chart progress against Shell RE's strategic objectives, we collaboratively developed a five-year, 'good-to-great' road map. Key Performance Indicators (KPIs) were defined in line with the client's goals (e.g. improving the quality and accuracy of project cost estimates and schedules, achieving 'goal zero' (safety performance) and enhancing qualitative project outcomes (user experience). For transparency and control throughout all phases of a project's lifecycle, we created KPI-aligned roll-up / drill-down reporting processes at regional and global levels.</p> <p>As part of our role, our teams were tasked with improving these processes, making sure that they meet global requirements in terms of capital discipline, have appropriate quality controls in place to drive predictable outcomes and are fit for purpose. Key impacts include:</p> <ul style="list-style-type: none"> ▪ Development of a stakeholder and communication plan, with regular meetings involving key sponsors and stakeholders at each level of the organization which was supplemented by effective reporting to track progress and performance. ▪ Establishment of regular best practice forums, including a quarterly 'business performance review' session to capture lessons learned and actionable takeaways / next steps for continuous improvement. ▪ Implementation of a standardized skills passport across all vendors and client groups involved in the program, to help assure capability and ensure that all those working on the program have a common understanding of delivery processes and requirements.
Outcome / results	<ul style="list-style-type: none"> ▪ 100% delivery success rate ▪ >\$40M saved over 6 years ▪ Zero lost-time incidents
Owner / contact	<p><u>Owner:</u> Shell Oil Company, 150 Dairy Ashford, Houston, Texas 77079</p> <p><u>Contact name:</u> Keith Probyn</p> <p><u>Contact title:</u> VP RE Americas</p> <p><u>Contact e-mail:</u> Keith.Probyn@Shell.com</p> <p><u>Contact phone:</u> (281) 787-9768</p>



Heathrow Qunquennium 6 (Q6) 5-Year Capital Plan	
Project location	London, England, United Kingdom
Project value	\$4 billion
Gross fees	\$30 million per annum
Level of assistance	High
Relevance to DEN scope of work	Compliance, project management support, estimating, cost management, scheduling, change management / claim avoidance, risk management, contract management, reporting, document controls and records management
Subconsultants	No
Project description	<p>Overview</p> <p>As Heathrow's 20-year partner, we have provided strategic guidance for various single-project and multi-facility developments. Our notable collaborations include the construction of a new terminal (Terminal 2 (T2)), development of a world-class passenger experience program, and most recently, Heathrow's response to the COVID-19 pandemic.</p> <p>Our approach / methodology</p> <p>For Q6, we customized a two-pillar methodology to directly align with and address Heathrow's objectives for quality assurance / data integrity (first pillar) and continuous performance improvement (second pillar). Key actions / deliverables included:</p> <ul style="list-style-type: none"> ▪ Review of Q6 management information (MI) and identified recommendations for improving Q6 MI, including clear demonstrable KPIs (17% efficiency over the next 18 months). ▪ Establish a data strategy for Q6 and developed and rolled out a 'should cost' estimating database, as this data base matured over time as project costs were updated with actuals, we were able to see a reduction of the 'should-cost' range and move to a more top-down cost estimating approach to save time. This enabled the development of an improved commercial model with the supply chain that incentivizes against the delivery of year-on-year savings and improves the way Heathrow demonstrated value for money to their stakeholders. ▪ Introduce Early Warning Notices (EWNs) which enabled Heathrow to get visibility of a change early to help mitigate the potential impact on cost and schedule. This led to a reduction of contractual issues that led to a financial or schedule impact whilst also reducing the cost of the contractor's entitled change. ▪ Training for all earned value management (EVM) and risk management suppliers for their involvement / inclusion in monthly reporting.
Outcome / results	<ul style="list-style-type: none"> ▪ Delivery of over 500 projects to within 0.5% of the program's approved budget. ▪ 90% of projects fully closed (including benefits realization) three months post-completion. ▪ Reporting workflow / processing timeline reduced by 35%. ▪ \$25M of cost efficiencies in year one.
Owner / contact	<p><u>Owner:</u> Heathrow Airport Limited</p> <p><u>Contact name:</u> Helen Elsby</p> <p><u>Contact title:</u> Procurement Director</p> <p><u>Contact e-mail:</u> Helen.Elsby@heathrow.com</p> <p><u>Contact phone:</u> +44 (0)7554 458912</p>

8. M/WBE utilization plan



8. Minority Women Business Enterprise (MWBE) Utilization Plan

Executive Summary

Our MWBE Utilization Plan (the Utilization Plan) demonstrates Turner & Townsend's genuine, effective good faith efforts to support your participation for the on-call project controls services.

Our goals and commitments:

- Use certified participants during the contract term to **achieve an overall participation of 35% or greater**, voluntarily surpassing the 20% participation goal defined in section 28-127, D.R.M.C.
- **Communicate** experience and forthcoming capacity-building opportunities in line with our Utilization Plan.
- **Collaborate** with regional businesses and workforce development partners to expand and enhance knowledge, skill and business intelligence of local MWBE-owned consultancies, construction firms and workers.
- **Assist** minority-owned firms with navigating the pre-qualification process for project / program participation.
- **Develop and implement** compliance tracking and reporting in accordance with City of Denver ordinances / regulations and aligned to project objectives.
- **Create** new and stronger businesses, strategic alliances and overall program development results that strengthen the local construction and professional services industries.
- **Hold ourselves accountable** for achieving measurable outcomes for program / project MWBE-engagement.
- **Demonstrate openness and transparency** throughout the operation and documentation of our Utilization Plan's MWBE initiatives.

In line with our goals and commitments, we have selected **Mark Hamill (Project Lead, Turner & Townsend) to serve as our Utilization Plan's Controller**. As Controller, Mark will allocate additional resources to support implementation of our Utilization Plan, as needed for each on-call contract. In a dual-leadership role, **The Collaboration (Adriane Sanford (Sanford Group LLC (SG)) and Reuben Brown (BWA Diversity (BWA)), collectively dba The Collaboration) serves as our Utilization Plan's designated B2Gnow User and as our Outreach / Community Engagement Coordinator**. SG and BWA are both certified as MWBE firms with Denver's Division of Small Business Opportunity (DSBO).

1.0 Outreach program

1.1 Objective

Our commitment to partner with the Denver metropolitan community throughout the On-Call Project Controls Services contract will build upon DEN's long-standing commitment to support local, minority and women owned businesses, and provide economic opportunities, mobility, and experiences to the MWBE community. As noted on the previous page, **The Collaboration serves as Outreach / Community Engagement Coordinator** for our Utilization Plan.

Adriane Sanford (Owner / operator), Sanford Group LLC

Reuben Brown (Owner / operator), BWA Diversity

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Successful MWBE community involvement begins with communication. Consistent, practicable, accessible channels of communication are foundational to strengthening communities / companies in the short and long-term. Providing open, timely, and honest communication regarding opportunities (including education regarding any barriers to entry) empowers local workers / people with the information to make more strategic, confident, and timely decisions. As such, our outreach program focuses on the following two major areas of communication:

- Community outreach
- Technical outreach

Although the two areas inherently intersect, and efforts will traverse, each will have very distinct requirements which must be addressed to successfully execute a comprehensive outreach program.

1.2 Community/solicitation outreach

1.2.1 MWBE Communications Network [Ref: RFP-MWBE Utilization Plan 8-4]

Denver's MWBE community is well-established and includes a large number of businesses in a variety of work categories. And, while we will leverage our existing connections to the local business community, our experience has shown us that the pool of certified companies is constantly evolving and growing. The Collaboration will establish a "MWBE Communications Network" system for the project that includes utilizing existing lines of communication as well as partnering with established MWBE organizations and agency Committees, including but not limited to:

- Hispanic Contractors of Colorado,
- Connect2DOT,
- Black Construction Group,
- Construction Empowerment Initiative (CEI),
- Colorado COMTO,

- Minority Chamber of Commerce
- National Association of Minority Contractors
- National Hispanic Business Group
- Women's Business Enterprise National Counsel
- National Association of Women Business Owners
- National Minority Supplier Diversity Council
- National Gay and Lesbian Chamber of Commerce
- Disability: IN
- Department of Veterans
- Small Business Administration

All of these have established and frequent communication with their membership, with ongoing activities and programs designed to keep their members informed regarding contract opportunities in the business community. We will work directly with these organizations and invite them to become members of our project MWBE Communications Network and we will work closely with these professional organizations' staff to help advertise contract opportunities as they develop.

We believe, and expect, that participation in our network will be welcomed by the membership organizations, as their biggest benefit to their members is the continuous access and information on contracting opportunities. The professional organizations know their membership best, and often find novel and creative ways to add business development value to their membership. This is an opportunity for the MWBE organizations to become directly involved in the project by participating and partnering in our outreach and disseminating information (i.e., Notice To Bidders, Bid Schedules, Pre-Bid Conferences, Construction Document, Project Scopes of Work, etc.) quickly and thoroughly into the MWBE community.

Development of the MWBE Communications Network will include, but not be limited to the following tasks:

- A. Develop presentation materials (PowerPoint) that provide project information, i.e., project scope, schedules, process access, contract opportunities, project requirements, contact names, etc. to be used for presentation meetings with the MWBE organizations.
- B. Identification and development of a primary listing of the leading MWBE organizations working within the Denver metropolitan area.
- C. Solicit MWBE organizations to participate as members of the MWBE Communications Network for the project.
- D. Identify the MWBE organizations' point of contact for all communications concerning the project.
- E. Review the MWBE organizations' activities schedules and identify opportunities and/or the organizations' request for the MWBE Development Coordinator Team to meet with their membership to review the project.
- F. Establish a minimum quarterly schedule for update meetings/communications with MWBE organizations' executive management (i.e., Executive Director, Board, etc.).

- G. Establish a process for monthly updates from the MWBE organizations on project activities and/or information provided to their membership.
- H. Work closely with organizations and interested MWBE bidders that represent the underutilized groups noted in the 2019 disparity study.

1.3 Technical outreach

1.3.1 Information access [Ref: MWBE Utilization Plan- 8- 3]

Access to early information provides more preparation time, resulting in enhanced opportunities to be more competitive. Therefore, as an effort to promote a level playing field, our intent will be to develop and distribute information about the project with as much long lead time as possible. This approach will work to eliminate discrimination by providing an open and transparent process. We will work with our team's project managers to encourage and assist our team to develop early projections identifying anticipated bid packages, task order, and scopes of work that may offer contract opportunities based on local capacities. This information will be distributed to the MWBE community allowing time for preparation for upcoming opportunities. Early MWBE preparations could include simple efforts such as the completion of existing projects to be prepared with available workers and bonding capacities, or more complex efforts like developing joint ventures to increase the ability to be more competitive. Long lead time project information identified for distribution will be inclusive of but not limited to the following:

- A. Project master planning schedules
- B. Anticipated scopes of work
- C. Estimated scope of work budgets
- D. Insurance requirements
- E. Bonding requirements
- F. Anticipated prime contractor interest
- G. List of interested bidders
- H. Bid package/RFP release schedules/task orders
- I. Participation goals
- J. Pre-bid information

1.3.2 Contractor contact/contractor assistance [Ref: RFP-MWBE Utilization Plan-8-2, 8-3, 8-4]

Our MWBE Coordinator team will work to identify potential contract opportunities across all areas of the project by working directly with our team's as well as DEN Program Management Office's project managers, project engineers, design team (if applicable) and primes and subcontractors (if applicable).

We will work to identify and establish MWBE relationships in those categories early in the project. We will assist with the identification and development of potential contract opportunities by using our knowledge of the local MWBE community's capacities in various work categories. Our MWBE

Coordinator Team will use this information to locate and identify qualified and interested MWBE contractors that can respond to various contract opportunities on the project.

Our MWBE Coordinator Team will function as a single source of contact for MWBE communications on the project. This approach eliminates the possibility of our MWBE partners becoming frustrated with the standard struggle encountered when identifying the appropriate place to access a large system, on a large project, when attempting to locate and identify contract opportunities.

Additionally, as support to the prime contractor and understanding that this contract will be a legacy program from an incumbent professional services firm, we will assist in the review of the legacy MWBE utilization by the incumbent firm and its activities. Much like the PMO review and analysis, we will look for strengths and weaknesses in the incumbent's approach and, subject to approval by the DSBO, suggest best-practices to improve or replace the program.

Our contractor contact efforts will be inclusive of, but not limited to the following:

- A. Meet with prime contractors and prime consultants to assist with dividing up bid packages into economically feasible units to maximize participation opportunities for MWBE firms.
- B. We will also ensure that all prime contractors understand that they too will be compelled to demonstrate and report on their Good Faith Efforts to meet with the MWBE vendor pools at certain events and actively engage in activities where scopes of work that can be awarded to MWBE's are identified.
- C. Locate and identify qualified and MWBEs interested in responding to potential contract opportunities on the project.
- D. Develop and maintain a database listing of local MWBEs who expressed interest in participation on the project and their areas of interest.
- E. Directly contact MWBEs known to perform in the various industries of scopes of work identified on the project to encourage and assist them to participate on the project.
- F. Keep MWBEs informed about upcoming contract opportunities, i.e., bids, RFP, material purchases, services contracts, etc. that include their work categories of interest.
- G. Utilize the MWBE Communications Network to solicit interested MWBEs for potential contract opportunities.
- H. Use the developed database from the legacy contract of interested MWBEs as a resource for primes interested in locating qualified and interested MWBEs to respond to their contract opportunities.
- I. Assist MWBEs with understanding and responding to bid/RFP requirements. This would be one of our creative strategies used during contract bidding to assist with incorporating new MWBEs and underutilized groups identified in the 2019 disparity study.
- J. Keep the MWBE community informed concerning business opportunities by meeting with community MWBE associations and organizations.

- K. Assist MWBEs to review project scopes of work to identify potential areas of participation opportunities.
- L. Assist MWBEs to market their products and services to appropriate contacts with potential project contract opportunities. This would be one of our creative strategies to assist with incorporating new MWBEs and underutilized groups identified in the 2019 disparity study.
- M. As one of our creative strategies we will work to define and verify local MWBE capacities for different work categories by performing a comparative analysis of local listings of certified MWBEs.
- N. The MWBE Coordinator Team will attend pre-bid conferences to assist with providing information on the MWBE program and to provide assistance to prime and MWBE bidders.
- O. Assist during the bid review process by reviewing bid tabulation results for bidders, and meeting with bidders, as required, to understand their intentions and responses to MWBE participation goals before contracts are awarded.
- P. Attend progress meetings, as required, to keep informed about the contract progress and identify any opportunities available for MWBE participation.

1B list of proposed subcontractors

Our form 1B List of Subcontractors identifies MWBE companies that we have committed to working with in the listed scopes of work. However, via our MWBE Outreach Plan detailed in our MWBE Utilization Plan, we will solicit additional MWBE companies for engagement as other specific Task Orders and associated scopes of work are identified.

1.3.3 Support Services [Ref: RFP-MWBE Utilization Plan-8-3]

It is not uncommon for MWBEs to require additional resources to be as competitive as their industry peers. Deficiencies may exist in a variety of areas that include cost estimating, bonding, project management, etc. The deficiency may affect the MWBE's ability to respond to project contract opportunities. The MWBE Coordinator Team will work with the DSBO and community supportive services to provide support to the MWBEs with the following efforts:

- A. Assist the MWBEs working on the project to resolve project issues before they adversely affect the project and/or their ability to complete the project.
- B. Assist MWBEs to participate in the bidding process by identifying local support services for:
 - 1. Cost Estimating
 - 2. Staffing
 - 3. Scheduling
 - 4. Contract Compliance
- C. Assist MWBEs with the certification process by providing information and resources for submitting certification applications and all documentation required to be successfully certified and/or get re-certified.

- D. Mentor Protégé: Our team strongly supports the benefits of a Mentor Protégé program. We will offer direct mentoring through daily contact and collaboration in the course of normal business operations between the prime- a global professional services firm- and the MWBE subcontractor. Additionally, we are looking forward to enthusiastically participating and supporting the City and County of Denver's DSBO Mentor Protégé Program.

1.3.4 Project Specific Support [Ref: RFP-MWBE Utilization Plan-8-6]

Identifying opportunities for MWBE firms to participate on the project and assisting them to be successful in securing contracts for these opportunities are only the first steps in meeting MWBE participation goals. MWBE goals are not successfully achieved until MWBEs have received all the dollars awarded in their contracts by successfully completing their scopes of work.

Contract durations may extend over several months and/or years, necessitating that MWBEs meet all the requirements of the project consistently for extended timelines, while also continuing to service other, separate clients and maintaining the general operations of their businesses. The longer the contract, the greater the possibility that conditions could change for the MWBE firm which may or may not affect the MWBE's ability to meet the requirements of this contract and complete their scope of work. Issues may include insurance requirements, quality control, cash flow, performance bonding, project administration requirements, manpower/staffing, etc. Our MWBE Coordinator Team will implement a *MWBE Retention Program* to address these concerns and/or issues before they adversely affect the project and/or the MWBE's ability to complete their contracts.

Our *MWBE Retention Program* will provide an organized, focused process to improve our team's ability to retain the MWBEs and support the subcontractors' ability to provide products and services throughout the completion of the project. We will accomplish this through ongoing evaluation system that assesses the MWBE's ability to complete the awarded contract. The evaluation system will identify any potential issues and/or concerns that may negatively impact the project and/or the MWBE.

The assessment will include input from all stakeholders that can have direct impact on the MWBE's ability to complete their scope of work and will mediate in the resolution/elimination of the issues to ensure that the MWBE is successful. If a MWBE partner may not be able to complete their contracts, the program will also provide records of "good faith efforts" to assist the MWBE through support activities in their best effort to complete their work.

This will add certainty that the 35% MWBE participation goals are achieved. In our experience on other major construction and on-call contract, this program has been very successful and effective and is one of several "*creative initiative/strategies*" unique to our program.

1.3.5 Reporting Documentation

MWBE Retention Program Report (RR) Documentation

A *MWBE Retention Report (RR)* will be developed for each MWBE contractor / vendor that is awarded a contract on the project and will be maintained throughout the duration of their contract. The report will be used to monitor and evaluate the activities and progress of the MWBE partner as the company works to complete their contract.

It will provide documentation that monitors the MWBE's job performance based on quality of work, responsiveness to project schedule, ability to respond to job site requirements, coordination of their scope of work with other disciplines, ability to meet project manpower requirements, ability to meet project administration requirements, ability to respond to scope of work changes, project fiscal responsibility, control and coordination of subcontractor, vendors and job site workers, team communications, and the ability to meet all safety and security requirements as prescribed by DEN. The MWBE RR will provide valuable information allowing us to identify early signs of concerns and / or issues that may affect the MWBE's ability to complete their contract responsibilities and their scope of work. This intervention allows the MWBE Coordinator Team to begin early support activities to assist the MWBE with corrective actions to resolve issues, including prompt payment disputes before it adversely impacts the project and their ability to complete their contracts. [\[Ref: RFP-MWBE Utilization Plan-8-6\]](#)

Retention Reports will include the following monthly reports where applicable:

- A. MWBE Contractor Retention Report
- B. Tier Sub-Contractor Retention Report
- C. Concerns and Issues Report

It should be noted that all required documentation will be developed by the MWBE Coordinators after meeting with the engaged MWBE firm following the award to the successful bidder. The assumption is that MWBEs meet all the requirements at the time of award. This retention program effort will be to maintain the eligibility, capability, and certification of the subcontractors, at a minimum, through the duration of their contract term. Our team will integrate these reports into other regularly cadenced reporting, packaged, and submitted for easy and thorough review by the DEN PMO. We will schedule meetings to review these reports and progress as or if desired and needed with the DEN PMO.

Community / Technical Outreach Reporting Documentation

Documentation of all outreach activities will be important in our efforts to determine the effectiveness of our outreach program. As we move forward to engage the community by partnering them into the process and empowering them with project information, it will be necessary to be prepared to take corrective actions, if required. Documentation of our activities will allow us to monitor activities that are successful with various areas of the community as well as where and when adjustments may be necessary. It will also provide verification of how the community is involved with the project to be able to respond to any expressed concerns by any of the project community stakeholders relative to “good faith efforts” to provide opportunity.

Our documentation process will include the following monthly reports:

- A. MWBE Organizations Communications Report
- B. MWBE Contractors / Vendors Communications Report

Both [Communications Reports](#) will document all activities associated with any communications efforts such as email transmittals, fax transmittals, phone conferences, meetings, etc. Both reports will also

document required action items associated with any concerns, issues and/or requests resulting from communication efforts to include solicitation opportunities. Dates and times of communications will provide for an on- going chronological tracking of all communication efforts with the MWBE partners and any MWBE organizations throughout the project. [\[Ref: RFP-MWBE Utilization Plan-8-4\]](#)

2.0 COMPLIANCE MONITORING PROGRAM

2.1 INTRODUCTION

After establishing that a “Good Faith Effort” was accomplished, the next most important task for ensuring success with the MWBE program is compliance monitoring. Providing MWBE participation opportunities on a project has only minimal impact and little more than empty promises if the program is not capable of effective compliance monitoring. Compliance monitoring represents the program’s commitment to ensuring that participation goals are realized with actual contract opportunity experiences combined with economic benefits.

Our monitoring process focuses on establishing accountability throughout the MWBE Program at every level of the project to ensure that we maintain compliance with the City and County of Denver Ordinances. MWBE Program accountability and transparency will be accomplished in part with participation activity documentation. Documentation will be sufficient to determine that our team and our subcontractors are taking actions that would be reasonably expected if we are actively and aggressively seeking to obtain MWBE participation. Documentation should also be sufficient to provide the minimum information necessary to monitor the validation and confirmation of MWBE participation throughout the duration of the project. MWBE Program accountability will also be accomplished by the MWBE Coordinator Team functioning as active MWBE advocate participants with access at all levels of the project management process as team members. [\[Ref: RFP MWBE Utilization Plan-8\]](#)

The MWBE Coordinator Team will function as the primary source of contact for all issues associated with the MWBE Program Project Management Plan. The MWBE Coordinator Team will work closely with DEN’s Program Management Office and the City and County of Denver’s DSBO to ensure that our team responds to any issues and/or concerns related to MWBE participation on the project. We will work to keep both the DEN’s Program Management Office and DSBO informed about the progress of the participation on the project through monthly progress reports and coordination meetings ensuring complete transparency. [\[Ref: RFP MWBE Utilization Plan-8\]](#)

As part of the compliance effort, The Collaboration will be our B2Gnow users and will utilize the platform, on behalf of the prime, for all modules that the City and DSBO grant access to and requires.

Our compliance monitoring will focus on two main areas of the process, which are

- A. Pre-Award Contract Activities
- B. Post-Award Contract Activities.

2.2 PRE-AWARD CONTRACT ACTIVITIES

2.2.1 MWBE Work Allocation Strategy

Our team will work together with the selected design team (architect, consultants, and engineers) as well as the selected contractor(s) to appropriately size subtasks to maximize the potential for bidders to complete the work successfully. On large and technically complex projects such as this, MWBE participation can sometimes be limited because the pool of available vendors and subcontractors may not have sufficient resources to take on very large packages of work. To open and level the playing field, we will work with the team throughout the design, documentation, early works, and bid/buy out phases to identify opportunities constantly and strategically to resize large packages into multiple, smaller packages of work, creating access to a larger pool of diverse suppliers. Some of this work can be done during design, with the way in which the specification manuals are written, how the construction documentation packages are packaged for permitting, or how items are notated on the CD set. Using our extensive construction and technical expertise, we will work alongside the design team to identify where these opportunities may exist and to implement them.

Once the packages go out for bid (including any identified early works), the prime contractor and prime subcontractors can further carve-out work, ensuring no gaps exist as they buy out the work in lots. Again, leveraging our project controls and commercial management expertise during bid levelling, we can help the prime contractor to ensure this strategy is properly designed and implemented.

2.2.1 Bidding

The MWBE Coordinator Team will attend all pre-bid conferences to assist with providing bidders information on our MWBE Program and to review the bid requirements for the MWBE Program. The Instructions to Bidders will be included with all bid documents to ensure that all bidders clearly understand the MWBE Program requirements for bidding on the project. If pre-bid conferences are not appropriate for the required bidding process, the MWBE Coordinator Team will communicate with all bidders to ensure that the MWBE Program requirements and expectations are understood by the bidders.

The MWBE Coordinator Team will also review the bidders list to identify those non-MWBES bidding on the project. Our intention will be to work with all those bidders that may require assistance with locating and identifying qualified and interested MWBES to respond to potential contract opportunities for MWBE participation. This effort will further assist with our efforts to ensure that we *"provide fair and equitable financial opportunities" to the MWBE community* and create a *"level playing field" with as much transparency as possible.* [Ref: RFP-MWBE Utilization Plan-8]. All bidding activity will be fully coordinated with our cost management and project controls teams, to ensure full compliance to all mandated processes and full integration with the bid opening process.

2.2.2 MWBE Bid Participation [Ref: RFP-MWBE Utilization Plan-8-4]

After responses to bid contract opportunities are submitted all MWBE documentation will be reviewed by the MWBE Coordinator Team. The MWBE Coordinator Team will review "good faith effort" (GFE) documentation as well as any MWBE participation documentation for verification and accuracy of all

forms submitted, confirmation of the level and quality of participation and compliance with the City and County of Denver Ordinances.

The MWBE Coordinator Team will review the “Contractor Utilization Plan” forms to determine the work categories submitted for participation and to provide a review analysis of potential areas for increased participation in areas of known increased local MWBE capacities. This approach works to support those cases where the bidders are having difficulty meeting the project goals as well as offers opportunities for new MWBEs to get opportunities. [\[Ref: RFP-MWBE Utilization Plan-8-2, 8-3\]](#)

It is understood that if GFE is achieved as required by the City and County of Denver Ordinances, the contract will be awarded without the MWBE goal being achieved; however, the Instructions to Bidders will clearly note that under such circumstances the recipient of the contract will be required to continue GFE throughout the life of the contract until goals are reached.

As one of our creative strategies unique to our program, the advantage of this approach understands that present market conditions at the time of bid responses may not allow even the most aggressive of GFE to always be successful; and, therefore, does not penalize the bidder for conditions not within their control. It does allow the contract recipient to demonstrate their commitment to the MWBE Program by continuing their GFE to reach the MWBE goals throughout the life of the contract and take advantage of more favorable market conditions later in the life of the project. The MWBE Coordinator Team will work with the recipient to assist with this effort to not encumber and/or slow the progress of the contract recipient’s execution of their contract. [\[Ref: RFP-MWBE Utilization Plan-8-2, 8-4\]](#)

MWBE bid documentation reviews for each bid submittal will be inclusive of the following:

- A. MWBE Certificate of Certifications
- B. MWBE Letters of Intent (LOI)
- C. Contractor Utilizations Plans
- D. Good Faith Effort documentation (when applicable)

2.2.3 MWBE Contract Review

The MWBE Coordinator Team will review all MWBE contracts at all tier levels. The City and County of Denver Ordinance clearly states specific language requirements for all MWBE contracts. We will review all MWBE contracts for City and County of Denver Ordinance compliance requirements and flow down language (e.g., non- discrimination clauses, no termination for convenience, prompt payment, etc.).

In addition, MWBE contracts will also be reviewed for the following concerns issues:

- A. Start date and completion dates
- B. MWBE certification expiration dates
- C. NAICS Work Category
- D. Scope of work
- E. Material and Labor vs Labor only

F. Equipment Requirements

It should be noted that no MWBEs will be allowed to start work without an executed contract.

MWBE Contract Compliance Review Report

This report will document the status of MWBE contracts relative to City and County of Denver Ordinances and DSBO Office requirements.

2.3 POST-AWARD CONTRACT ACTIVITIES

2.3.1 Debriefing process

Our team understands the value of post-award debriefing to unsuccessful bidders as it relates to MWBE companies. It often can make the difference between success and/or another failure on the next Request for Proposal (RFP), Bid Submittal, etc. Our team will make ourselves available throughout the bid selection process, including notification of the successful company awarded as well as notification of those MWBEs that were not successful. We will provide de-briefings to whomever may be interested in receiving a debriefing on how the bidder can improve their proposals in the future and maximize their competitiveness in the market. Additionally, we are available to provide de-briefing support to the Program Management Office (PMO) and or DSBO as may be required.

Our Debriefing discussions will include but not be limited to the following:

- A. What could have given the MWBE a competitive edge in the process (e.g., pricing, project completion schedules, etc.)
- B. RFP/Bid completeness of requirements
- C. Demonstrated Scope of Work experience
- D. Proposal clarity and/or lack of
- E. Sufficient personnel to complete the scope task
- F. Bonding capacity limitations

Our activities will be documented using a De-briefing Report for each requested company de-briefing.

2.3.2 Pre-Construction Meeting

Pre-construction meetings are typically used to meet with the selected construction team to review the start of the project. Issues such as the construction schedule, safety requirements, site clean-up, request for pricing (RFP) requirements, change order requirements, application for payment requirements, insurance requirements, etc. are typically items reviewed. The MWBE Coordinator Team will use this opportunity to review the following items inclusive of, but not limited to, the following:

- A. MWBE Program requirements for monthly reporting
- B. Bid package schedules that include MWBE contracts.
- C. Scheduled start dates for projected MWBE contract participation.
- D. Status of MWBE contract negotiations

- E. Change order MWBE participation requirements, etc.
- F. Commercially Useful Function (CUF) Site Visits

2.3.3 Construction Progress Meeting [Ref: RFP-MWBE Utilization Plan-8-2,8-6]

Construction progress meetings are generally weekly occurrences and are the prime contractors' process for meeting with all the subcontractors on the project, providing coordination between the various subcontractors, and reviewing the upcoming week's activities. It is at these meetings that the contractors discuss weekly work activities, which provides information concerning miscellaneous general condition requirements that often are not addressed until the time of need, i.e., security guards, traffic control, worksite chain link fencing, crane operations, small tools requirements, site rainwater removal, etc.; all of which may offer opportunities for MWBE participation. *Unique to our program as one of our creative strategies*; our MWBE Coordinator Team will attend construction progress meetings to keep informed about the construction progress and to identify any potential unscheduled MWBE contract opportunities.

2.3.4 Contractor Monthly Meetings

The MWBE Coordinator Team meets monthly with the prime contractors and 1st Tier Sub-contractors to review their MWBE Plan for MWBE participation. Construction sequencing requires that some work categories will not start until later in the project schedule and, therefore, some MWBE contracts will not start until later in the project schedule. These meetings provide the opportunity to review the status of the project schedule and to confirm projected updates for MWBE contractor scope of work start dates, as well as any potential for increased MWBE participation. Perhaps, more importantly, it also clearly makes the MWBE Coordinator Team available for support and addressing any MWBE performance issues as it relates to our MWBE Retention Program.

2.3.5 MWBE Field/Job Site Monitoring / Commercially Useful Function (CUF)

It is imperative that MWBE participation responds to all requirements of the City and County of Denver Ordinances (e.g., Commercially Useful Function (CUF)), relative to actual participation on the project. This is required not only to comply with the ordinances, but to also ensure that the anticipated level of participation is realized for the MWBE partner and the project. Monthly certified payroll documents will be reviewed by the MWBE Coordinator Team to confirm that MWBE staffing is independent from the prime / first tier subcontractor. Payroll documents combined with the "MWBE Partial Release of Liens" document submitted with the monthly application for payment will be used to confirm that consistent and timely payments are received by the MWBE partner.

In addition to the Compliance Monitoring Program reviewing monthly documentation submitted on the MWBE participation, it will also include field/site visits that allow the MWBE Coordinator Team to verify actual MWBE participation on the job site. This effort combined with the "Site Superintendent MWBE Performance Report" included in the "MWBE Retention Report", will provide clarification of the level of MWBE participation on the job site.

Field/Job Site visits / (CUF) will be Inclusive of but not limited to the following observations:

- A. MWBE work force on the job site

- B. Appearance of sufficient MWBE work force to execute job site work
- C. Coordination and supervision of MWBE's work force
- D. Type and amount of equipment being used by the MWBE
- E. Ownership of equipment being used to perform the work on the job site
- F. MWBE's ability to coordinate job site work activities with other disciplines.
- G. MWBE materials on the job site
- H. MWBE's supplier/resource for job site materials

2.3.6 MWBE Participation Documentation

MWBE participation documentation will be required monthly and will be a prerequisite for processing monthly application for payments. Documentation will focus on verification of MWBE contracts executed, contract values, and contract payments. MWBE monthly documentation will include the following:

A. Contractor/Consultant Utilization Report:

This report is used to track the contractor's monthly utilization of MWBE contractors/consultants on the project and will assist in maintaining a cumulative account of the contractor's participation level as well as the various work categories. It also shows any contract value changes for the contractor.

B. Sub-consultant/Supplier Payment Certification:

This document should be completed by the MWBE consultant as verification of invoice payment and total contract value. The document should be submitted with each monthly application for payment and will be required to process pay request.

C. Sub-contractor/Supplier Partial Release of Liens Payment Certification:

This document should be completed by the MWBE subcontractor as verification of payment and total contract value. Subcontractors should use an industry typical "Partial Release of Liens" form, which includes their contract amount, amount paid to date, signature lines for the subcontractor and the notary public. This document should be submitted with each application for payment and will be required documentation for pay request processing.

D. Affidavit of MWBE Contractor Change:

This document should be used to notify the City and County of Denver DSBO that the contractor is requesting approval for changing a MWBE subcontractor presently working on the project. The document requires the signatures of both the Prime and the MWBE subcontractor. This document not only notifies DSBO of the change request but also provides additional opportunity for the MWBE Development Coordinator to identify any unresolved disputes / issues.

E. Commercial Useful Function (CUF) Compliance Review

This document is used to verify that the MWBE is performing and meeting the minimum CUF requirements as defined by the City and County of Denver's Ordinances. The MWBE must meet the minimum CUF requirements to qualify for their contract value to be eligible to be counted toward the project's MWBE participation goals.

3. COMPANY QUALIFICATIONS AND EXPERIENCE

3.1 TEAM QUALIFICATIONS/TEAM PROFILE [Ref: RFP-8-1]

Our MWBE Coordinator Team for the project will be ***The Collaboration (TC)***. This Team will function as an integral part of our management team and be responsible for the management and implementation of our MWBE Program Project Management Plan. They will work closely with all members of our team at all levels of the project to ensure that the elements of the MWBE Program Project Management Plan are managed, executed, and monitored as required to ensure that our MWBE project participation goals are met.

The MWBE Coordinator Team will function as the primary source of contact for all issues associated with the MWBE Program Project Management Plan. This Team will work closely with DEN's Program Management Office and City and County of Denver's DSBO through monthly reporting and meeting as may be required to ensure that our team responds to any issues and/or concerns related to MWBE participation on the project.

The Collaboration (TC) is a teaming relationship between ***The Sanford Group, LLC and BWA Diversity Consulting***. The Collaboration's services focus on providing diversity- consulting services to clients seeking to respond to targeted diversity participation goals.

TC's diversity consulting services help clients like Turner & Townsend achieve those goals by assisting with the design, development, management, implementation, and compliance monitoring of diversity programs. Their combined experience of over fifty (50) years working in the design and construction industry and specifically over twenty years of working in the Denver metropolitan area adds significant value to our team.

Their intimate knowledge and understanding of the design and construction industry, communication outreach system, strong and extended relationship with local MWBE/SBE communities and organizations, and extensive database of local MWBE/SBE firms, combined with their proven processes for meeting participation goals, makes them uniquely qualified to assist the Turner & Townsend team with facilitating successful projects that meet the participation goals for this contract. TC is recognized as a leader in the industry for providing diversity program services that represent industry "best practices" using cutting edge creative initiatives and strategies.

TC's clients have included the T-REX projects, RTD Fas-Tracks, Bronco Stadium, DEN, and the National Western Center project, as well as others in the Denver metropolitan area. They are presently working with Krische Construction, Mass Electric Construction as their DBE Liaison on current on-call projects.

3.2 The Sanford Group, LLC (TSG)

TSG is a Colorado-based, professional service consulting firm, with a stellar reputation that provides their clients with diversity consulting services, development of small business utilization plans, effective communication and community engagement strategies, development of small business capacity building programs, and workforce development strategies on major capital projects ranging in value from \$100,000 to more than \$4,000,000,000 (\$4 billion).

The twenty (20) plus years in the design-build and construction industry has allowed them to develop extensive knowledge of the industry, which includes strong and sustainable relationships, along with an intimate understanding of the industry's local contracting capacities and capabilities. They help their clients to meet or exceed diversity participation goals and assist with the development, implementation, management and compliance monitoring of their diversity programs.

TSG has been recognized for their work, leadership, and 20-year dedication to strong community involvement. TSG currently serves in a number of key leadership roles in the business community, including as a member of the City and County of Denver ordinance committee, Co-Chairperson of the Construction Empowerment Initiative (CEI) Committee, City and County of Denver Workforce Task Force. Previously, TSG served on the 2016 thru 2018 Ordinance subcommittee responsible for making recommendation for the new ordinance for October 2019 implementation, and as a member of the Disparity Study Subcommittee, CDOT Construction Small Business Forum, the RTD Disadvantaged Business Enterprise Advisory Committee (DEBEAC).

3.3 BWA Diversity Consulting Services, LLC (BWA)

BWA has a solid reputation of providing their clients with exemplary diversity consulting services. Their more than forty-four (44) years of experience in the design, and construction industry has allowed them to develop an extensive knowledge base of the industry as well as cultivate strong relationships within the industry that ensure their clients meet or exceed diversity participation goals.

Their intimate understanding of the design and construction industry, their ability to consistently provide quality professional services, and their ability to meet or exceed participation goals are their qualities that promote diversity opportunities with repeat clients.

BWA's combination of strategy, technology, and industry knowledge provides an innovative approach to assist their clients in achieving their established diversity participation goals. Using their proven concept and combined extensive team experience of working in the industry, their approach provides exceptional opportunities for their clients to develop and enhance business relationships with their local diversity communities.

During the past twenty-three (23) years, BWA has provided and/or is providing diversity consulting services on projects ranging in value from \$100,000 to more than \$8,000,000,000 (\$8 billion). Their project history includes municipality projects, transportation projects, sporting venues, projects, etc.

Case studies

Colorado Regional Transportation District Transportation District (RTD) Light Rail Fast-Tracks Project | Colorado Regional Transportation District (RTD)

Project budget: \$4.2 billion

Project duration: 12 years

Description: Provide SBE/DBE Consulting Services for the design and build teams of a new Light Rail System for various highway corridors.

Goals: 18-20% SBE/DBE Participation for construction services varies per project over first six years

Services provided:

- Participation Support Services
- Community Outreach Programs
- Program Compliance and Monitoring
- Technical Assistance Support Services
- Diversity Project Database Development and Maintenance
- Location and Identification of Qualified Diversity Companies
- Diversity Program Development and Implementation

Wells Fargo 30 Hudson Yards | Wells Fargo

Project budget: \$500 Million

Description: Provide project management controls services and vendor diversity spend management for the construction of a new, major headquarters in New York

Goals: 20% MWBE Participation for construction and professional services

SBE/DBE Participation: 51% Professional Services

Services provided:

- Participation Support Services
- Community Outreach Programs
- Program Compliance and Monitoring
- Technical Assistance Support Services
- Location and Identification of Qualified Diversity Companies
- Diversity Program Development and Implementation

Denver Bronco Mile High Football Stadium | Turner / Empire / Alvarado

Project budget: \$350 million

Description: MWBE Consulting Services for the design and build team for the Denver Broncos football stadium.

Goals: 30% MWBE participation for professional services and construction services

SBE/DBE Participation: 32% construction services

Services provided:

- Retention Program
- Participation Support Services
- Community Outreach Programs
- Program Compliance and Monitoring
- Technical Assistance Support Services
- Location and Identification of Qualified Diversity Companies
- Diversity Program Development and Implementation

RTD On-Call Construction Services | Krische Construction**Project budget:** \$40 million**Project duration:** 4 years**Description:** Provide DBE Consulting Services for the On-Call Construction Team.**Goals:** 35% DBE Participation for construction**SBE/DBE Participation:** 49.5% DBE Participation**Services provided:**

- Tracking and Verification
- Participation Support Services
- Community Outreach Programs
- Program Compliance and Monitoring
- Technical Assistance Support Services
- Location and Identification of Qualified Diversity Companies

Denver International Airport Project Management Support Services and Staff Augmentation**Project budget:** \$5 million**Project duration:** 5 years**Description:** Support Services and Staff Augmentation**Goals:** 20% SBE Participation for construction**SBE/DBE Participation:** 20% SBE Participation**Services provided:**

- Compliance Management Support Services
- Project Management Support Services
- Staff Augmentation
- Program Compliance and Monitoring

March 22, 2021



Turner & Townsend



Denver International Airport

Request for Proposals # 202157567

On-call Project Controls Services



making the **difference**

Forms list

1. Attachment 2, Part 1
2. Attachment 2, Part 2
3. Attachment 2, Part 3
4. DSBO Commitment
5. DSBO Form 1B, List of proposed subconsultants
6. W-9, Turner & Townsend
7. Diversity & Inclusion Survey Results

VI. ATTACHMENT 2, PROPOSAL FORMS

Attachment 2, Part 1 Proposal Acknowledgement Letter

**City and County of Denver
Denver International Airport**

Proposer: Turner & Townsend Inc. Date: March 22, 2021

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 19, 2021, for RFP NO. 202157567, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: 1 (issued on 3/8/21)

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

Signature: 

Type or print name: John Robbins, Managing Director, USA

Proposer's Business Address: 475 Park Avenue South | Floor 11 | New York, New York | 10016

E-mail address: John.Robbins@turntown.com

Attachment 2, Part 2 Proposal Data Form

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

Proposer Name: Turner & Townsend Inc.

Proposer Address: 475 Park Avenue South | Floor 11 | New York, New York | 10016

Phone: (212) 810-4860 Fax (212) 370-0659

Email: John.Robbins@turntown.com

Federal Identification Number: 98-0437541 DUNS:18-764-7529

Principal in Charge (Name & Title): Mark Savage, Director, Infrastructure Global Operations Lead

Project Manager for this RFP (Name & Title): Mark Hamill, Project Director

Equal Employment Opportunity Officer: Kiabi Carson

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

Commercial General Liability: Great Northern Insurance Company

Professional Liability: Lockton/Lloyds

Parent Company Information
(If Applicable)

Name of Company: Ultimate Parent Company: Turner & Townsend Partners, LLP

Address: Low Hall, Calverley Lane, Horsforth, Leeds, LS184GH, United Kingdom

Phone: (212) 370-7321 Fax: (212) 370-0659

Contact Person: Murray Rowden, Regional Managing Director, Americas

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Delaware

Is this a joint venture?

- YES
- NO

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

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

Certificate of Good Standing #20131716307, Colorado Secretary of State, valid as of 02/24/2021.

CERTIFICATION

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

Signature  Title Managing Director, USA

Print Name John Robbins

Date March 22, 2021

Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

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

Signature  Title Managing Director, USA

Print Name John Robbins

Date March 22, 2021

If disclosure is required in accordance with 1-13, please

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.



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

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 20 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 35 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a _____ % MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____ % MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____ % MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____ % MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): Turner & Townsend Inc.

Firm's Representative: John Robbins

Title: Managing Director, USA

Signature (Firm's Representative): John Robbins

Date: March 22, 2021

Address: 475 Park Avenue South, Floor 11

City: <u>New York</u>	State: <u>NY</u>	Zip: <u>10016</u>
Phone: <u>(212) 810-4860</u>	Email: <u>John.Robbins@turntown.com</u>	



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS

City & County of Denver Contract No.: 202157567

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant			
Name of Firm: Turner & Townsend Inc.		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: John Robbins, Managing Director, USA			
Signature:		Date: March 22, 2021	
Address: 475 Park Avenue South, Floor 11			
City: New York		State: NY Zip: 10016	
Phone: (212) 810-4860		Email: John.Robbins@turntown.com	
Total Proposed Contract Value \$: TBD (on-call contract)		Self-Performing Contract Value \$: TBD (on-call contract)	

Subcontractors, Subconsultants, and/or Suppliers			
Name of Firm: The Collaboration		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Adriane Sanford (The Sanford Group) and Reuben Brown (BWA Diversity Consulting)			
Phone: (720) 309-9458		Email: adriane@thesanfordgroupllc.com brown@bwadiversity.com	
Type of Service: MWBE plan coordination and DSBO compliance			

Name of Firm: Connico, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: David Hunley			
Phone: (615) 257-7006		Phone: dhunley@connico.com	
Type of Service: Estimating and scheduling services			

Name of Firm: Aguirre Project Resources, LLC		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Charles Aguirre			
Phone: (214) 552-5172		Phone: charles.a@apr3d.com	
Type of Service: Estimating and project controls support			



Name of Firm: Enso Professional Services LLC		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Jennifer Story		
Phone: (720) 280-6224	Email: jen.story@ensopros.com	
Type of Service: Document control		

Name of Firm: Monks Project Solutions		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Christine Monks		
Phone: (303) 860-8871	Email: Christine@MonksProjectSolutions.com	
Type of Service: PMIS services		

Name of Firm: ORCAS Project Controls		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Brad Barnett		
Phone: 800.422.6722 e133	Email: bbarnett@orcaspcontrol.com	
Type of Service: PMIS services		

Name of Firm: Enovate Engineering dba Enovate Services, LLC		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Aine O' Dwyer		
Phone: (908) 363-529	Email: aodwyer@enovateengineering.com	
Type of Service: Reporting services, document control		

Name of Firm: Paslay Management Group		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Clay Paslay		
Phone: (972) 550-1062	Email: cPaslay@pmglp.com	
Type of Service: Advisory services - aviation capital development		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Turner and Townsend, Inc.

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131716307.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/23/2021 that have been posted, and by documents delivered to this office electronically through 02/24/2021 @ 10:48:56.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/24/2021 @ 10:48:56 in accordance with applicable law. This certificate is assigned Confirmation Number 12968647.



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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

Reference #	13673253
Status	Complete
Business Email Address	john.robbins@turntown.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Project Controls Services
Solicitation No. (Check Below if Not Applicable)	202157567
Name of Your Company	Turner & Townsend Inc.
What Industry is Your Business?	Professional
Address	475 Park Avenue South, Floor 11
City	New York
State	New York
Zip Code	10016
Business Phone Number	(212) 810-4860
Business Facsimile Number	(212) 370-0659
1. How many employees does your company employ?	Over 100
Number of Full Time:	638
Number of Part Time:	4
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)	Please see the attached PDF for more information on Turner & Townsend's D&I Program.
4. Does your company regularly communicate its	Yes

diversity and inclusiveness policies to employees?

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)

- Employee Training
- Public EEO Postings
- Other (Presentations, Townhalls, PlainSpeak @ T2)

5. How often do you provide training and diversity and inclusiveness principles?

Monthly

5.1 What percentage of the total number of employees generally participate?

51-75%

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

Please see the attached PDF for more information on Turner & Townsend's D&I Program.

7. Do you have a diversity and inclusiveness committee?

Yes

7.1 If Yes, how often does it meet?

Quarterly

8. Do you have a budget for diversity and inclusiveness efforts?

Yes

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?

Yes

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Check Here if the Above Statement is True.

Name of Person Completing Form

John Robbins

Today's Date

03-18-2021

NOTE: Attach additional sheets or documentation as necessary for a complete response.

[Diversity_and_Inclusion_Program.pdf \(3102k\)](#)

Last Update

2021-03-18 16:01:40

Start Time

2021-03-18 12:59:48

Finish Time

2021-03-18 16:01:40

IP

208.87.239.180

Browser

Chrome

Device

Desktop



Turner & Townsend

D&I and Mental Health Programs at Turner & Townsend

Introduction



Linda Foggie

Senior Vice President, New York
Head of Corporate Occupier, North America
Mentorship Program Leader
Supplier Diversity Taskforce Leader



Kiabi Carson

Head of Human Resources, North America
New York
D&I Leader, Americas



Lydia Parnell

Global Corporate Responsibility Lead,
United Kingdom

Turner & Townsend is committed to doing business in the right way. For us, this means positively impacting people's lives and shaping a better built and more diverse, inclusive environment for future generations. This is our lasting legacy.

We are aligned in our belief that we have a responsibility to serve and uplift the communities in which we live and work. As such, Turner & Townsend sets high standards for achieving diversity, inclusion and wellness in our business and supports our clients to do the same. We look forward to sharing this commitment with you today.

Today's discussion

- 1) Our Values
- 2) Our CR Program
- 3) Our Purpose
- 4) Tactics:
 - D&I
 - Wellbeing



What do you hope to learn today?



We value what you value

Diversity, inclusion and wellbeing are ingrained in the DNA of Turner & Townsend. With our people at the heart of our success, we endeavor to create a great place to work, and we live our values every day.



Diversity and Inclusion

Leading with openness, acceptance and respect

Diversity and ethics are central to Turner & Townsend's business model and key to our success. Diversity is simply a part of who we are which makes us creative, responsive, and competitive and creates value for our customers.

Our culture embraces and enables diversity in all forms so that our employees and our company can achieve our full potential. We understand that a wide array of perspectives comes from diversity and that an inclusive working environment promotes innovation and business success. To continue to be a relevant, adaptive, and innovative organization, we must leverage the full potential of our people.

Our intent is to develop and maintain a workforce which reflects the diversity of the customers we serve and the communities in which we operate.



Employee Wellbeing

When our employees thrive, we thrive

Providing a path to wellbeing is just the right thing to do. By investing in and empowering our employees to be their best, they will be better equipped to invest in the success of each other, their clients and the business.

We recognize that wellbeing comes from many different factors, including being active, feeling connected, mental and emotional strength, and taking notice of the simple things in life. It is our responsibility as a business to support and optimize the health, engagement and wellbeing of all employees – reinforcing those behaviors and actions that lead to a more fulfilling life for all.

Making work more meaningful, more connected and less stressful is a way to create a comfortable and welcoming working environment in which our employees thrive.

Our CR approach 2014+

Community value

- Deliver projects and programmes that build a prosperous society.
- Create opportunities for children and young people to achieve their potential.

UN Sustainable Development Goals

Prioritised Additional



UN Global Compact principles

Human rights

- **Principle 1** - businesses should support and respect the protection of internationally proclaimed human rights; and
- **Principle 2** - make sure that they are not complicit in human rights abuses.

Labour rights

- **Principle 3** - businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- **Principle 4** - the elimination of all forms of forced and compulsory labour;
- **Principle 5** - the effective abolition of child labour; and
- **Principle 6** - the elimination of discrimination in respect of employment and occupation.

Great place to work

- Empower our people to realise their potential.
- Promote a diverse and inclusive workplace.
- Support our people's wellbeing.

UN Sustainable Development Goals

Prioritised Additional



Environmental stewardship

- Improve our environmental impact and promote climate action.
- Support our clients to enable more sustainable communities.

UN Sustainable Development Goals

Prioritised Additional



UN Global Compact principles

Environment

- **Principle 7** - businesses should support a precautionary approach to environmental challenges;
- **Principle 8** - undertake initiatives to promote greater environmental responsibility; and
- **Principle 9** - encourage the development and diffusion of environmentally friendly technologies.

Integrity in industry

- Maintain a strong ethical culture.
- Advance our industry to contribute to a more prosperous society.

UN Sustainable Development Goals

Prioritised Additional



UN Global Compact principles

Anti-corruption

- **Principle 10** - businesses should work against corruption in all its forms, including extortion and bribery.

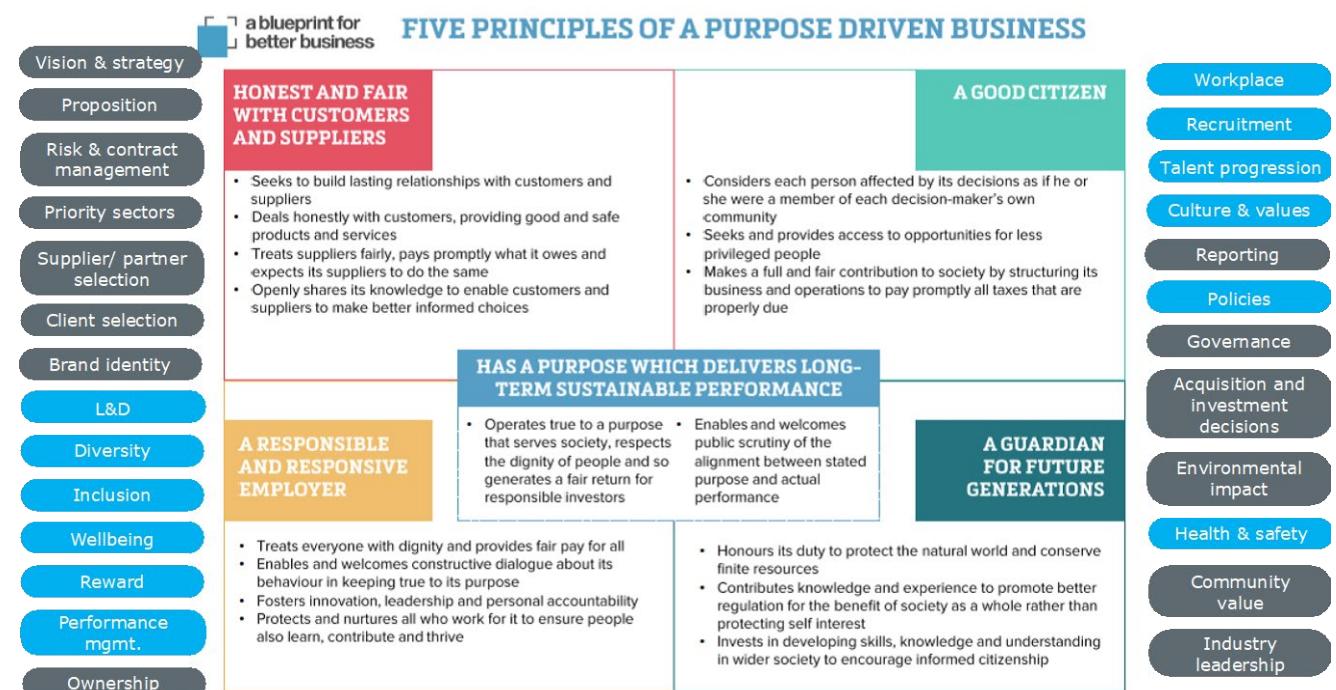
Our purpose journey 2018+

The market is changing and we have an opportunity to transform the way we do business:

- Society is demanding businesses demonstrate social purpose
- Government and policy agendas are developing around the social impact of business
- Clients are increasing their expectations
- People are increasingly seeking meaning from their work and social responsibility from their employer
- Competitors are building propositions that tackle social and environmental challenges, generating new business opportunities

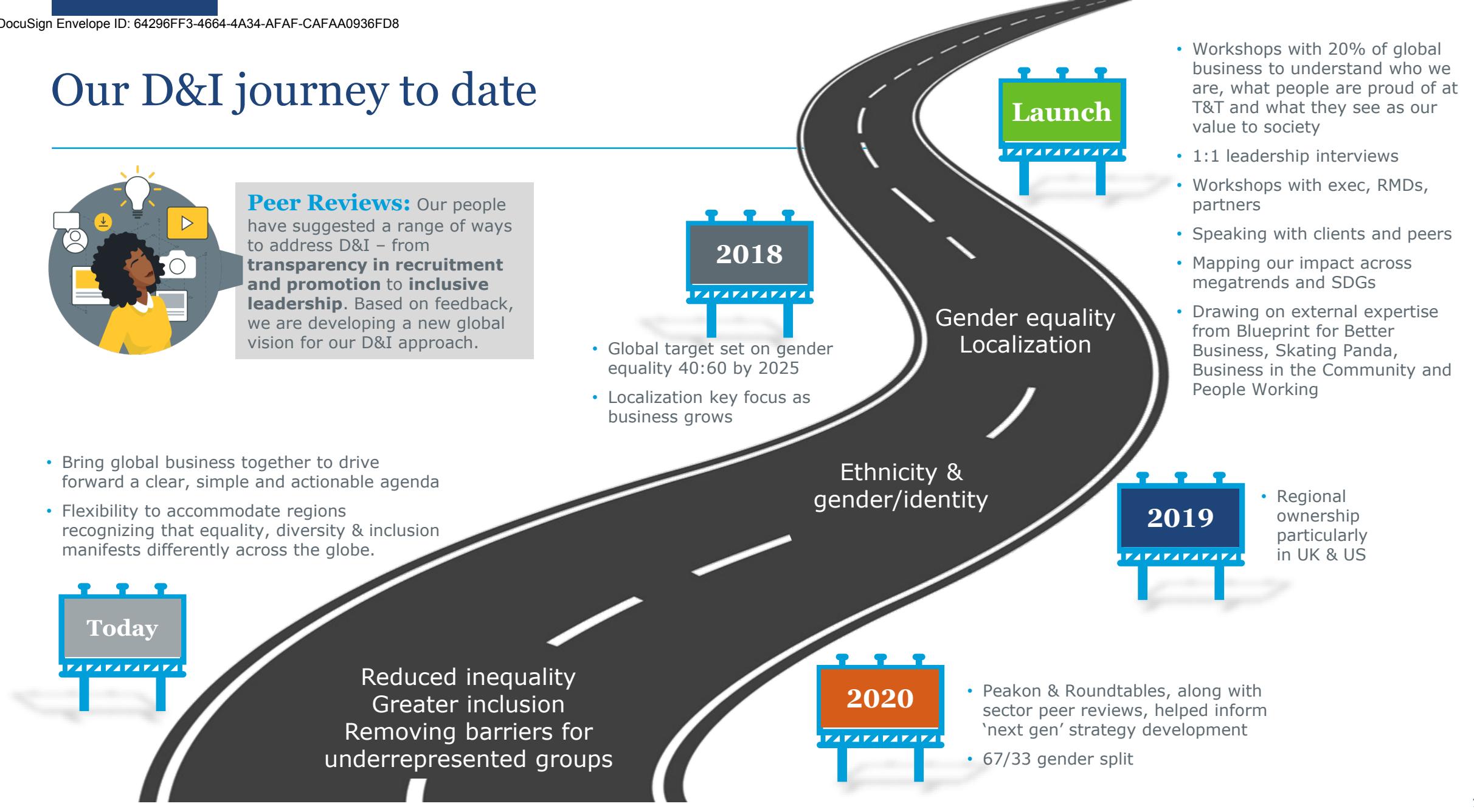
Our business has matured to a scale where we can have real influence and we must use this responsibly.

By uncovering purpose, we will clearly define the impact we want to have on the world through our work.



In launching our Purpose & Values, our ambition is to implement changes that make a meaningful difference for our people, our clients, our communities, and our industry.

Our D&I journey to date



Our D&I strategy

- We believe true diversity builds a stronger organization and culture—it must be sustainable.
- Diversity must simply be a part of who we are, not just what we do.
- Our leaders are accountable to create work environments where our people and partners thrive and bring their whole selves to work.
- Our recruiting process eliminates bias, whether perceived or real, to attract a diverse workforce.
- We create workplace practices that are flexible to meet the different needs of our employees.
- We apply the same strategy in the supply chain partners we help build for our clients.



Realizing the full potential of our talent



Serving communities where we live



Impacting markets where we work

Increase representation of women across all levels, with representation on every Board

TT5000 futures: our global commitment to reach the most vulnerable and disadvantaged young people and children

Increase economic vitality in our communities by ensuring a diverse supply chain

Our D&I strategy



Realizing the full potential of our talent

Increase representation of women across all levels, with representation on every Board

On track to achieve
60:40
gender split by 2025

2018
T&T established
The Bridge
initiative

+5%
proportion of
women in the
workforce since
The Bridge

Steady progress in the past 3 years

Female employees as % of all staff

2017- 2018	2018- 2019	2019- 2020
30.7%	33.1%	34.0%

Female employees as % of Associate Director role

2017- 2018	2018- 2019	2019- 2020
24.3%	32.0%	27.0%

Female employees as % of Director role

2017- 2018	2018- 2019	2019- 2020
6.7%	7.9%	12%

Female employees as % of Grads

2017- 2018	2018- 2019	2019- 2020
25%	50%	50%



Partner with Broadbean to help find diverse candidates (such as from HBCU) and ensure we have a diverse roster of candidates.

Our D&I strategy



**Serving
communities
where we live**

**TT5000 futures: our
global commitment
to reach the most
vulnerable and
disadvantaged young
people and children**

2 years
since #TT5000futures
launched

30,000
community volunteer hours

150
impactful partnerships with
schools and organizations

\$1.46M
corporate and employee
donations to charitable
organizations globally

15,000
lives reached

Our national partners



Key impact areas

- ➡️ Removing barriers to education
- ➡️ Raising aspirations
- ➡️ Improving employability
- ➡️ Training and work opportunities

Our D&I strategy – Supplier Diversity Program (SDP)



Impacting markets where we work

Increase economic vitality in our communities by ensuring a diverse supply chain

Supplier diversity policy

Support of UN Global Compact

Building partnerships through Gov. group: WBEs, MBEs, SDVOBs, SBEs, DBEs, and Tribal-owned businesses

Contributing to multiple external diversity studies

Examples of four **quick wins** toward a robust SDP



Shorten **payment terms** from 90 to 30 days; reduce contingency in phases



Work together to make **insurance requirements** more manageable for smaller business



Help walk them through an often confusing and overwhelming **certification processes**



Equalize the bidding field by recognizing the need to **pay up to 10% more** for diverse suppliers.

Our D&I strategy – Supplier Diversity Program (SDP)

How we deliver SDP



Engagement

Identify/target MDWBE suppliers and sub-contractors early



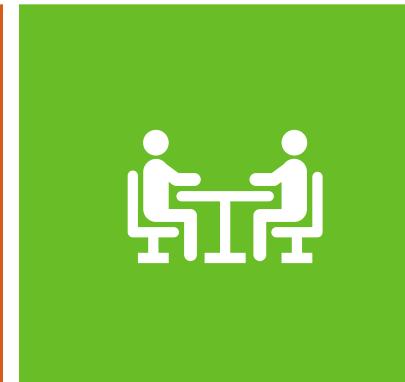
Outreach

Minority supplier outreach events



Prequalification

Understand financial capacity of diverse suppliers



Interview

Require GC to conduct interview at supplier's office; ensure operational leadership is in place, set up for success



Carve-out

Ensure a thorough carve-out process and requirement is written into GC's contract



Target

Based on available MDWBE suppliers in a region, target certain project components for concentrated, elevated goal

Our D&I strategy – Supplier Diversity Program (SDP)



**Impacting markets
where we work**

**Increase economic
vitality in our
communities by
ensuring a diverse
supply chain**

Supplier diversity
policy

Support of UN
Global Compact

Building partnerships through
Gov. group: WBEs, MBEs,
SDVOBs, SBEs, DBEs, and
Tribal-owned businesses

Contributing to
multiple external
diversity studies

Turner & Townsend proudly sponsors:



JOIN FORCES. SUCCEED TOGETHER.

Our D&I strategy – mentoring program

New York office results

Feedback:

Mentees are strongly satisfied with their

MENTOR MATCH

100%

"Great match and mentor with very productive meetings and feedback. I've learned so much already."

A. J., Cost Manager NY

"It's really great to meet other people in the company as well as knowledge share between groups. It's opened my eyes."

A. P., Senior Project Manager NY

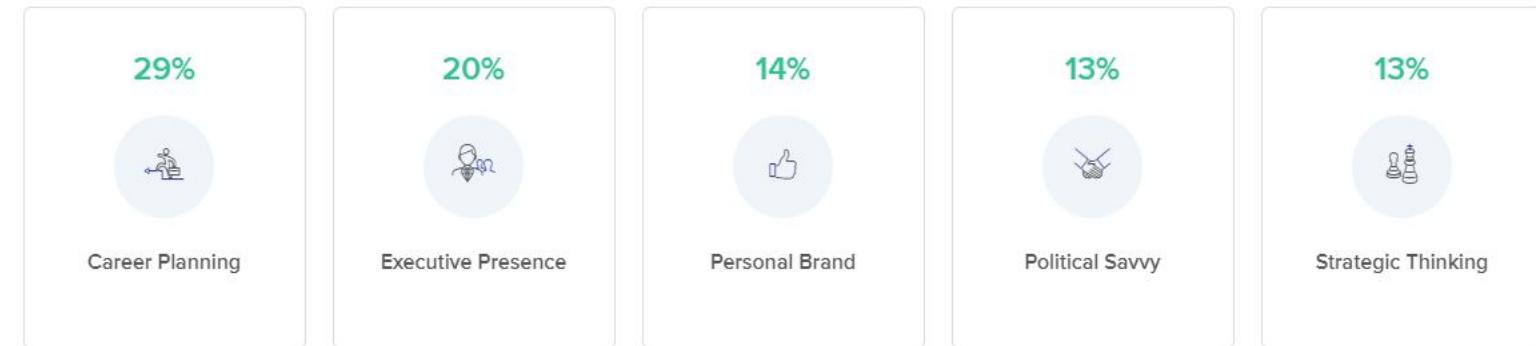
"Chris Villari is amazing! I would never have had the opportunity to engage with him in my normal role, without the mentor program!"

M. A., Senior Administrator NY

Participant stage funnel



Top skills mentees are working on



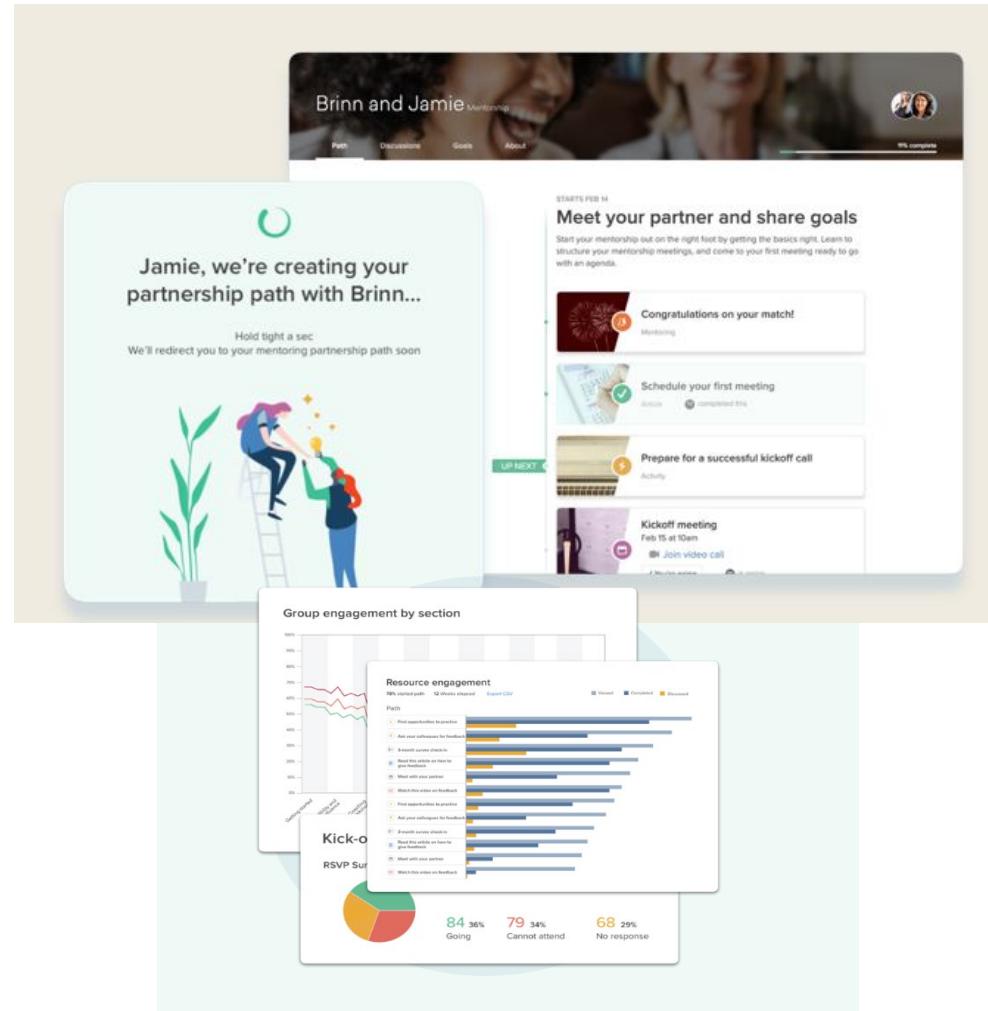
Our D&I strategy – mentoring program

Everwise—how we facilitate our mentoring program

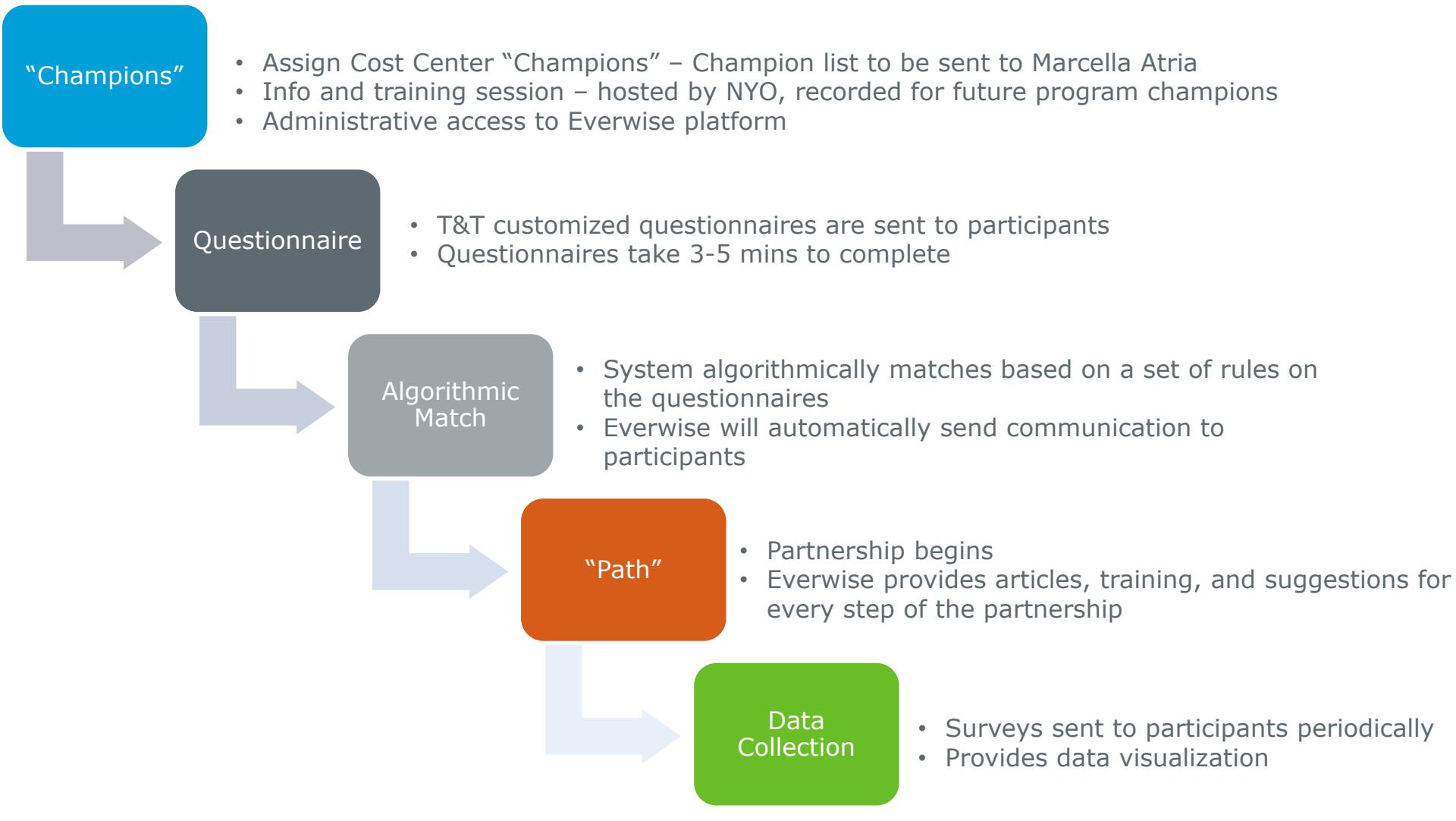
Goal-oriented, time-bound experiences with built-in accountability raise the likelihood of getting measurable outcomes in a short amount of time.

Why it works

- Algorithmic matching
- Tech-driven
- Powered by an engaged mentoring community
- Customized experience
- Flexible



Our D&I strategy – mentoring program



Our wellbeing strategy

- As a valued employees, much of our company's strength and success depends on you. Committed to a continued effort to build a healthy business and an even healthier you!
- Important to ensure the workplace helps maintain or even improve health. Good health is a resource that helps us all meet our goals.
- We believe that the everyday choices we make can help us live healthier and happier lives, both at work and at home.
- Turner & Townsend's Wellness program helps increase knowledge about health matters, explore fun ways to eat healthier, improve level of physical fitness, and more.
- We have reconfigured our wellbeing resources in light of the COVID-19 pandemic to highlight specific resources and information that we feel will be of most benefit during these uncertain times.



Employee Assistance Program

Helping our employees balance their personal lives with work.



Physical and mental wellbeing

Providing resources and ways for our employees to improve their overall health and wellbeing.



Employee communications and resources

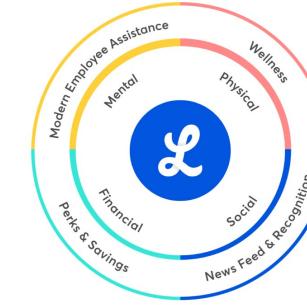
Consistently communicating with our employees, so they feel informed about our goals and connected to the organization.

Our wellbeing strategy



Employees are eligible to receive **3 complimentary face-to-face sessions** with a behavioral counselor as well as legal, parenting, senior care, childcare and pet care and financial advice.

- Stress on the job and at home
- Depression
- Anxiety
- Phobias
- Marriage
- Children
- Gambling
- Eating disorder
- Career transition
- Alcohol abuse assessments
- Substance abuse assessment
- Domestic abuse
- Financial management referral
- Legal referral
- Self-esteem
- Managing change



LifeWorks provides expert advice, helpful resources, practical strategies

- 24/7/365 support by phone
- Website and mobile app
- Available at no additional cost
- Bilingual (English and French)

Our wellbeing strategy



Physical and mental wellbeing

Providing resources and ways for our employees to improve their overall health and wellbeing.



Telehealth medical consults in the United States, giving you 24/7/365 access to quality medical care through phone and video consults. Available to employees and their dependents that are enrolled in a Turner & Townsend medical plan at NO cost.



UHC has added Talkspace to a part of their virtual visit network. With Talkspace online therapy, you can regularly communicate with a therapist, safely and securely from your phone or desktop.



Corporate gym membership program. Employees pay for the membership through payroll deductions.



Healthkick has created HK @ Home, a curated selection of over 50 HealthKick brands you can use from the comfort of your home, to make sure you have the resources you need.



Kaiser Permanente offers interactive programs and emotional wellness including tools designed to ease fear and anxiety. KP members also have access to 2 great wellness apps.



Our wellbeing strategy



Employee communications and resources

Consistently communicating with our employees, so they feel informed about our goals and connected to the organization.

Country-specific wellness intranet sites

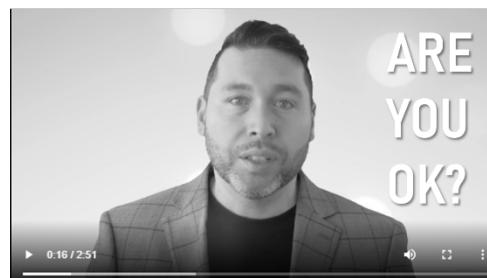
The screenshot shows the USA Wellness section of the Turner & Townsend intranet. It features a large image of a leaf, three smaller images representing mental and emotional wellness, physical activity, and financial wellness, and a section for Employee assistance programs with a list of services like stress management, financial management, and bereavement support.

Multi-media

Advance

developing talented people

Two highly relevant e-learning courses through our Advance platform: Mental Health Awareness and Stress Awareness training – both of which are approved by IOSH – the Institution of Occupational Safety and Health.



"Are you ok?" campaign and video message

Internal communications

Better Wellbeing 

Wellbeing Update

Taking the time to ensure everyone is safe and supported

2020 has been a challenging year for many of us. Your feedback through our Peakon results has shown that wellbeing is a key priority for you. That makes it a key priority for us.

We want everyone to feel safe and supported when working at Turner & Townsend. We recognize that the pandemic continues to cause issues in many markets and the sense of isolation felt by many will be brought into focus over the festive period. So, over the next few weeks we want to make sure that we check everyone is OK, and provide support if needed and give you time to focus on your own wellbeing.

The wellbeing conversation

Over the next few weeks everyone in Turner & Townsend will have a wellbeing conversation with their Line Manager. They may already have been in touch to set up a dedicated 1:1 with you or they may have already extended a regularly scheduled 1:1 meeting, if not, they will be soon. This will focus on checking in with you and seeing if there is anything we can do to help you feel your best over the next few weeks. This is not a performance review but simply getting in touch to make sure you are OK. These 1:1s might be virtual face to face or via a call but are vitally important to ensuring that we can support everyone with any challenges they may face.

Where to go for more help

We also recognize that some people may need a bit more help than the conversation can give. We have lots of further help and resources on T2 which you might find useful. Click here to access more detailed guides on:

- Wellbeing – [USA or Canada](#)
- Mental health – [USA or Canada](#)
- [Smart working](#)

If you, or a colleague is struggling, then please do reach out. You can access our Employee Assistance Programs through the contact details below. You may want to talk to someone either in confidence or in more detail and don't feel like sharing with your Line Manager. If so, that's fine.

USA Employee Assistance Program - The Standard
Toll-free number: 888-293-6948
<https://www.workhealthlife.com/standards>

Canada Employee Assistance Program - LifeWorks
LifeWorks English: 1-877-207-8833
LifeWorks français: 1-877-307-1080
LifeBalance English: 1-877-630-6701
LifeBalance français: 1-877-588-1299
TTY: 1-877-371-9978
LifeWorks Online: www.lifeworks.com
LifeBalance Online: www.lifebalance.net
Username: turntown
Password: eap

Looking after ourselves – Wellbeing Wednesdays

We recognize that wellbeing comes from lots of different factors including being active, connected and taking notice of the simple things that give you pleasure. It's really hard when we are working remotely to ensure that we balance home and work. To help you do that, we are introducing **Wellbeing Wednesdays**.

Until the end of January, where possible, we'd like you to **block out your calendar from 12-2pm every Wednesday**. We'd like you to use this time to do something you enjoy and take a moment. For those of us in the western hemisphere, that might be having the chance to be outside in daylight. We recognize that this might not work for everyone. For example, you might have client commitments. However, if you can't make it work between 12pm - 2pm we encourage you to find an alternative 2 hour block on Wednesday or another time in your working week when you can.

Making the difference

Ensuring that everyone feels safe and supported is really important right now. You'll see more in our wellbeing strategy as we roll it out over the coming weeks and months. Let's make sure that we continue to look out for each other and get the support we need as individuals, to ensure that as one Turner & Townsend, we are stronger together.

Our wellbeing strategy

PlainSpeak@T2 expands on our commitment to inclusivity, evolving how we listen, how we respond and how we work, making us a stronger, more connected organization.

The fundamental guiding principle of PlainSpeak@T2 is to offer a completely safe space for every participant to be able to share their personal experiences and perspectives with a group of other open-minded individuals. There are no job titles or organizational references used in these sessions. Each person is encouraged to accept and share perspectives as individuals, as colleagues , and as humans. Intrinsic to these discussions is the social compact that all participants are to be heard and that we gather together with the common goal and mutual benefit of growth from free expression.



PlainSpeak@T2: Stronger Together

Dear Colleagues,

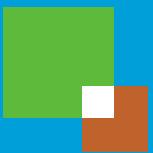
Sadly, the tragic events at the U.S. Capitol on Wednesday unfolded before our eyes and perhaps to our surprise and dismay. I know I speak for many of our colleagues when I say the events of this week were frightening. The level of uncertainty and chaos may be unsettling to some of you and could possibly increase anxiety during an already difficult time. Between the pandemic, continued political and social unrest, and our continuing to work remotely from one another most days, the toll on our stress levels and mental health is great. To help us lean into our Turner & Townsend community, we will be hosting a PlainSpeak session next week dedicated to this topic.

Please join us **next Thursday, January 14th at 4:30 PM EST** where we can talk and find common ways to support each other. This will not be a political debate or discussion on who is to blame for what has unfolded this week. Instead, this will be a safe space to share feelings or concerns, to offer a perspective on how we can continue to thrive in such unprecedented and challenging times and to lean on our T&T community for support. Please **RSVP by accepting the attached calendar invite** (click on 'copy to my calendar').

In December, we had received best practices from CAMH on ways to remain resilient in difficult times – Moving from Worry to Wellness. For our PlainSpeak series this month, our intention was to host Part 2 of that workshop. We commit to doing that and will reschedule that session. We looked forward to discussing what strategies worked best for you, so we could learn from each other.

While we look for a new date in February to host our Part 2 session of Moving from Worry to Wellness, I encourage you to review the materials from our last session, especially the Personal Resilience eLearning modules. I have attached the instructions again for quick reference. Use the company key: **T&T_US_1** Now, more than ever, resources that support our mental wellbeing are vital.

I look forward to speaking to you all next week. Until then, take care of yourself and your colleagues. We are so much stronger together.



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