

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 **CIVIL TECHNOLOGY, INC.**, a Colorado 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 on-call professional integrated project management support services; and

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

WHEREAS, Consultant’s proposal was selected for award of the Integrated Project Management Support Services (IPMSS) – Infrastructure Project (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:

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

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

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

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

E. Time is of the Essence. 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.

F. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the CEO. 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.

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

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

iv. 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).

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

G. Personnel Assignments.

i. 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") unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its

sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. 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.

iii. 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 such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), 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 personnel, as applicable.

iv. 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 this Agreement.

3. 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 the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by 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 Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for up to

two (2) one (1)-year options to extend, 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 Amount stated below.

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

C. Suspension and Termination.

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

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

iii. 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.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), 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 Section 4 (C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO 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 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), 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 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement or any Task Order, 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 breaches this Agreement, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Thirty Million Dollars and Zero Cents (\$30,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. 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 Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

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

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay 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*.

i. 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.

ii. 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 Director or their authorized representative.

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

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

I. Carry Over. If 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 determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is fifty percent (50%). Consultant shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* (“**EDI Plan**”) and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-63.

ii. 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 the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. Consultant acknowledges that:

a. 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 EDI Plan and achieving the MWBE participation goal. The EDI Plan is subject to modification by DSBO.

b. If contract modifications are issued under the Agreement, Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 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 of the change by the City.

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

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. 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 DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

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

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

C. 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, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

i. 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.

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

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

iv. 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.

v. 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.

D. City Minimum 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 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.

E. City Prompt Pay.

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

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

7. 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 must be received and accepted by the City before any airport access or work commences.

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect 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, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are attributable to the negligence or fault of Consultant or 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 the 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 the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. 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.

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures.

The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

A. Status of Consultant. Parties agree that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that 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. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Consultant hereunder.

C. Compliance with all Laws and Regulations.

i. 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.

ii. 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.

i. 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.

ii. Pursuant to Section 8, 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.

i. Notices 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:

Attn: Sheila King
CIVIL TECHNOLOGY, INC.
2413 WASHINGTON ST
DENVER, Colorado, 80205

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

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

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 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.

i. 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.

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

R. 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.

S. 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.

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

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

iii. 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.

iv. 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.

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

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

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 their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. 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.

i. 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.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise 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.

i. 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. 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.

ii. 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, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, 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.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration (“FAA”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of 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 No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring 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.

i. 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.

ii. 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.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given 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.

iv. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work 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 their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

I. No Employment of a Worker Without Authorization to Perform Work Under the Agreement

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “**Certification Ordinance**”).

ii. The Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

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

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a 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.

iii. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

12. 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 DEN’s Security Office.

13. 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 the Transportation Security Administration (“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.

14. FEDERAL RIGHTS:

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

rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 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: EDI Plan
- Exhibit G: Request for Proposals and Consultant's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G

16. 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-202262947-00
Contractor Name: CIVIL TECHNOLOGY, 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

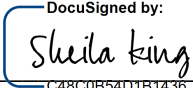
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202262947-00
CIVIL TECHNOLOGY, INC.

By: 
C48C0B54D1B1436...

Name: Sheila King
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, 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 Consultant 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 Consultant 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 Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant 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). Consultant 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

Scope of Work



AIM DEVELOPMENT
INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

1 INTRODUCTION

The mission of the Airport Infrastructure Management Development (AIM DEV) division of Denver International Airport (DEN) is to Define, Design and Build all the infrastructure and facility developments and maintenance projects at DEN. To achieve that objective AIM DEV enhances its core staff through the engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for achieving the best design to produce the safest, best quality, schedule, and budget framework possible.

The AIM DEV teams provide overall project management activities for the development and delivery of projects throughout the Define, Design, Build, and Closeout/Turnover phases of the AIM DEV project lifecycle. This team ensures that development projects meet DEN's project requirements and fulfill the minimum requirements of the City & County of Denver Standard Specifications for Construction General Contract Conditions.

Under this contract these duties performed shall include but are not limited to comprehensive Integrated Project Management and Support Services (IPMSS). This may include project management (including planning, design, construction management, budget and schedule management); ensuring compliance with design and AHJ requirements; determining and establishing construction standards and materials; working with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; providing professional/technical assistance and project updates to the PMO group, stakeholders, management and City Council; assuring that projects meet established quality standards; working with DEN's Business Management Services Division in publishing requests for proposals and in selecting consultants and contractors for capital projects; preparing and giving presentations; negotiating contracts; and performing additional duties as assigned. This may also include contract administration services; contract review and advisement; processing of payment application packages; creation of requests for information or requests for proposals; and analyzing, preparing, and presenting data-driven metrics and reporting.

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

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

Support staff provided under this contract will be assigned to projects on a project-specific task order basis and are expected to stay assigned to a project for the duration of the project assigned. Support staff may be assigned to multiple projects simultaneously, and the consultant will manage the available resource capacity to ensure quality deliver of assigned responsibilities. The main focus of project assignments will be in the Design and Construction phases of the project lifecycle. The Define and Closeout phases of the project lifecycle will not be a significant portion of the project tasks assigned as these phases will predominantly be the responsibility of DEN staff. Project Managers will be integrated within the applicable



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

projects group in AIM DEV. Contract Administrators will be integrated within the PMO Group. Other support staff will be integrated within the applicable groups in AIM DEV or other divisions within DEN as instructed by the Senior Vice President of AIM DEV or their designee (the Director of Infrastructure or Director of Facility Projects).

2 CONTRACT REQUIREMENTS

2.1 GENERAL

- A. The Consultant, as deemed necessary by the Senior Vice President of AIM DEV, will provide various professional, technical and support staff to provide project-specific services required for projects managed within AIM DEV's groups. Typical examples of positions to be filled under this contract may include, but are not limited to, Project Managers, Contract Administrators, Commissioning Managers, Engineers, and Architects.
- B. The Consultant, as deemed necessary by the AIM DEV Facilities or Infrastructure Director, will provide professional, technical and support staff assigned to projects to perform or assist with support services which may include management of define, design, build, closeout and any other support services activities as required. It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.
- C. DEN currently uses a variety of software, including Oracle Primavera Unifier, Primavera P6 EPPM and Professional, Microsoft SharePoint applications, Textura, Revit, Power BI, and BIM 360 Field among others, for its project management software applications. The consultant's personnel will be required to become proficient in the use of these programs and any programs adopted in the future for use by AIM DEV.

3 PROJECT SERVICES

3.1 PROJECT STAFFING PROCESS

- A. All staff will be requested, assigned, and invoiced on a per project task order basis. Project task orders are developed as not-to-exceed (NTE) sums and are invoiced on time and materials (T&M). See Exhibit D for the task RFP, task proposal, and task execution process.
- B. The Consultant shall maintain and provide bi-weekly to the AIM DEV leadership (supervisors, directors, SVP), a cost-loaded staff utilization plan demonstrating project assignments, available capacity, and burn-rates weekly. Web-based dashboards or reports are preferred, and Microsoft Excel/CSV files may also be acceptable as determined by the AIM DEV SVP.
- C. No work shall be performed under any task order without a signed and dated Notice to Proceed (NTP) by the Senior Vice President and/or an appointee.
- D. All work associated with development of task order proposals shall be included in the



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

Consultant's multiplier.

3.2 DEFINE PHASE

- A. When a project need has been identified by DEN, it is assigned to a DEN Project Manager and the Project Define Phase is initiated. During this phase the DEN Project Manager meets with the Project Sponsor to further refine and quantify the project need. Alternatives may be reviewed; cost estimates and schedules are prepared. The project request is then presented to the AIM DEV Leadership Team for approval to be incorporated into the Capital Improvement Program or O&M Program. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all the following services, in which case a proposal will be requested from the Consultant and Consultant's personnel during define may include but would not be limited to:
- i. Review planning and programming studies, which may include special engineering studies and reports such as condition assessments and geotechnical investigations for applicability to the Project.
 - ii. Prepare the Define Tollgate(s) – Following DEN's Project Life Cycle, prepare the Define Tollgate for presentation and present as needed to Management and Stakeholders.
 - iii. Prepare Documents for Management Review & Approval – Prepare documentation and presentation materials for Executive Leadership and for presentation to the City Council.
 - iv. Coordinate with all relevant stakeholders to refine programming requirements and scope of work.
 - v. Develop a project charter and project management plan defining project scope, schedule, and the responsibilities of all project team members.
 - vi. Provide advice on issues involved in the planning, design and construction of capital improvement projects. Determine the extent of potential problems and recommend a course of action to clear all obstacles and to obtain required approvals and permits.

3.3 DESIGN PHASE

- A. During the design phase AIM DEV manages the necessary architectural and engineering consultant contracts to produce construction documents necessary for projects.
- B. Services required by the Consultant's personnel during design may include, but are not limited to:
- i. Revise the established project charter and project management plan refining the project scope, schedule, and the responsibilities of all project team members.
 - ii. Oversight of Other Consultants: Manage other consultants with various areas of expertise as a representative of AIM. To provide guidance and review the findings of consultants working on projects for DEN.



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- iii. Oversight of all project team members to ensure adherence to and compliance with all applicable established Design Standards Manuals (DSMs).
- iv. Building Information Modeling (BIM) Oversight: The PM will be required to ensure that DEN's Building Information Modeling (BIM) requirements; are implemented, including but not limited to;
 - a. Ensure that the contractor and the designer of record recognizes and agrees that it shall be required to use the Autodesk BIM 360 platform for this Project. Contractor recognizes and agrees that it shall make exclusive use of the City's enterprise deployment of Field and Glue as provided by the City;
 - b. Ensure the contractor and/or the designer of record recognizes and agrees that they shall be required to execute a BIM Project Execution Plan in cooperation with DEN's representatives in compliance with the Digital Facilities and Infrastructure (DFI) Design Standards Manual (DSM) and to adhere to the terms of that plan;
 - c. Ensure the contractor and/or the designer of record shall produce a construction model and perform clash detection according to the standards outlined in the DFI DSM and to deliver the coordinated models to DEN's representatives;
 - d. Ensure the contractor and the designer of record recognizes and agrees that they shall be required to conform to all requirements of the DFI DSM.
- v. Internal Agencies: The PM will coordinate and execute scope and design reviews with internal subject matter experts (SMEs) to ensure design consultant compliance with DEN design requirements.
- vi. Outside Agencies: Provide assistance as requested regarding interactions with state, federal and local regulatory agencies, such as:
 - a. Interpretation of regulations
 - b. Reviews of pending legislation and/or regulations
 - c. Scheduling of actions necessary to receive approvals
 - d. Preparation of permit applications
 - e. Follow-up to obtain prompt approvals
 - f. Preparation of all necessary correspondence
- vii. Contract Preparation: Assemble and prepare complete construction documents (including plans and specifications prepared by others) for bid purposes or for a Task Order, On Call Construction contract.
- viii. Site Investigation: Coordinate and schedule comprehensive site investigation services. Identify and report on constraints.
- ix. Cost Estimation: Prepare and/or review estimates prepared by others and assist in developing estimates.



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- x. Construction Management Plan: Develop and/or assist with preparing a written, project specific quality control/quality assurance plan detailing all the specific measurable goals to be achieved during construction when required for projects funded by the FAA.
- xi. Scheduling: Review schedules and milestones prepared by others and assist in developing a final schedule.
- xii. Value Engineering/Constructability Reviews: Provide constructability and value engineering reviews at the request of the AIM DEV Facilities or Infrastructure Director.
- xiii. Bid and Award: At the direction of the appropriate Director, assist in conducting pre-bid conferences, site visits, pre-construction meetings and preparing and distributing minutes of such. Coordinate communications related to bidder inquiries; seek resolution from the appropriate party and forward responses to DEN Technical Services. Review and comment on addenda. Evaluate bids, provide technical analysis and provide recommendation of award to the AIM DEV Facilities or Infrastructure Director.
- xiv. Permit Compliance - Review permit requirements for the project and coordinate with other AIM personnel to be sure all specific requirements are being met and are in place to allow projects to meet their designated schedule dates.
- xv. Cost Control: Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- xvi. Requests for Information/Design Revisions/Contract Change Orders: Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- xvii. Submittals/Shop Drawing Review: Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- xviii. Inspection and Special Inspections: Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xix. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, review and plan for the contractor(s)' final testing and start-up of utilities, operational systems and equipment. Additionally, participate in and facilitate commissioning meetings, issues lists, and



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- review/comment/editing of installation and performance verification checklists.
- xx. Contractor Payments: Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted monthly. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.

3.4 BUILD PHASE

- A. During the Build or construction phase, AIM DEV has overall responsibility for achieving the successful construction and turnover of projects. AIM DEV manages the necessary construction and material procurement contracts to complete the project. AIM DEV extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN.
- B. Services which may be required of the consultant during the Build phase task order may include but are not limited to:
- i. Project Oversight: Monitoring and assuring compliance of the contractor's work and assist in the coordination of the work with the day-to-day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.
 - ii. Meetings: Participating in weekly project status meetings at which the AIM DEV Facilities or Infrastructure Director, Supervisor, Project Support Estimator or Scheduler, designer, project manager and others can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis, if necessary, as determined by the AIM DEV Facilities or Infrastructure Director. Project Managers will schedule and conduct weekly meetings with the project manager for each of the prime trade contractors and keep and distribute minutes of such meetings.
 - iii. CPM Scheduling: Reviewing and commenting on contractors' submitted CPM schedules and updates. They will also coordinate with and assist AIM DEV's project support staff from the PMO in maintaining up to date schedule data.
 - iv. Reports: Providing consistent and coordinated reporting and administrative documentation. Providing accurate and detailed project records using AIM DEV's electronic systems and prepare reports that may be required in the format and frequency requested by the AIM DEV Facilities or Infrastructure Director.
 - v. Permits: Ensuring that all required permits are obtained for assigned projects, including permits required for DEN or the contractor. Monitoring contractors' conformance to permit requirements. Identifying permit activities in the project schedule.

**AIM DEVELOPMENT**INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- vi. **Cost Control:** Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- vii. **Requests for Information/Design Revisions/Contract Change Orders:** Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- viii. **Ensure the contractor utilizes the specified field-oriented software to record required asset data for all DEN assets in compliance with the DFI DSM within five working days of the installation of each identified asset.**
- ix. **Submittals/Shop Drawing Review:** Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- x. **Contractor Payments:** Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted on a monthly basis. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.
- xi. **FAA Payments:** Assisting DEN staff and/or prepare the necessary documentation to be submitted with reimbursement requests from DEN to the FAA for grant(s) tied to the funding for the project when applicable.
- xii. **Potential Claims/Disputes:** Notifying the AIM DEV Facilities or Infrastructure Director upon receipt of notification of a potential claim or dispute. The PM will investigate circumstances and recommend merit or resolution to the AIM DEV Facilities or Infrastructure Director. Maintaining files on each potential claim or dispute, resolved and unresolved.
- xiii. **Airport Security:** Coordinating and reviewing with Airport Security, existing terminal and airfield construction security procedures and ensuring adherence from Consultants' and construction contractors' personnel.
- xiv. **Inspection and Special Inspections:** Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xv. **Monitoring and overseeing the work of contractors and the quality of materials installed to determine compliance with the contract documents**
- xvi. **Reviewing and ensuring that the work is completed as outlined in the project's Construction Management Plan and Contractor's Operational Safety Plan. The PM will document and report deficiencies to the contractor and the AIM DEV Facilities**



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- or Infrastructure Director.
- xvii. Cooperating fully with officials of DEN and other agencies (Federal, State, and/or Local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s). All corrective actions by the contractor will also be documented.
 - xviii. Ensuring project inspectors perform their contractual responsibilities and reporting without assuming the contractor's obligations pertaining to means, methods, quality and progress of work or safety.
 - xix. While collaborating with contractors, will coordinate all required material quality assurance and acceptance testing as required by contract documents and the FAA, with the Consultant operating the DEN material testing laboratory. PMs will ensure that all required test reports for a project are received and that any required corrective actions are taken. Reports may include but not be limited to:
 - a. Executive Summary
 - g. Previous period of testing activities
 - h. An updated listing of failed tests
 - i. An updated listing of retests
 - j. An updated listing of retests that have passed
 - k. All finalized test reports for an identified period
 - l. A concise listing of all test locations, lots and sublots
 - m. An original copy of the field and laboratory test reports for individual tests
 - xx. Project Site Documents: Maintaining project site records in accordance with established AIM DEV guidelines (electronic and hard copies as directed) such a record copy of all contracts, drawings, specifications, addenda, contract change orders and other modifications, in good order, and in addition, approved shop drawings, product data, samples and similar required submittals. For FAA funded projects maintain all records identified by the projects Construction Management Plan including required acceptance test records. Upon completion of a project, the complete set of records is delivered to the AIM DEV Facilities or Infrastructure Director.
 - xxi. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, schedule and observe the contractor(s)' final testing and start-up of utilities, operational systems and equipment.
 - xxii. Punchlist: Upon substantial completion of the contractors' work, prepare, jointly with the contractor(s) and designer(s), a list of incomplete or unsatisfactory items and a schedule for their completion. The PM will monitor the correction and completion of the work. The PM will assist the AIM DEV Facilities or Infrastructure Director in conducting inspections to determine if the work is substantially complete.
 - xxiii. Completion: Securing and transmitting to the AIM DEV Facilities or Infrastructure



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- Director warranties and similar submittals required by the contract. Deliver all keys, manuals, and overstock materials where designated by the AIM DEV Facilities or Infrastructure Director.
- xxiv. Record Drawings: Monitoring the maintenance of record drawings by the contractors. Determine that record drawings are complete and accurate and transmit approved record drawings at the direction of the AIM DEV Facilities or Infrastructure Director for preparation of as-built drawings. Monitor finalization of as-built plans from the record drawings, for AIM DEV Facilities or Infrastructure Director's acceptance and approval. Ensure compliance with all DFI DSM requirements.
 - xxv. Claims/Disputes: At the direction of the AIM DEV Facilities or Infrastructure Director, assemble pertinent background information, analyze the merits of any claim or dispute, and recommend to the AIM DEV Facilities or Infrastructure Director merit or entitlement, if any. Prepare estimates of entitlement, if appropriate, and assist the AIM DEV Facilities or Infrastructure Director in negotiating settlement.
 - xxvi. Final Inspection and Acceptance by the FAA (when applicable): Conduct a final walk through of the project with the local FAA ADO representative. Assure that if there are any deficiencies noted that they are expeditiously corrected.

3.5 CLOSEOUT / OCCUPANCY PHASE

- A. The successful operationalization and turnover of an AIM DEV project is critical to the operational continuity of DEN. During closeout and occupancy of a project, various inspections, demonstrations, testing, commissioning, or verification activities are required. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all of the following services:
 - i. Asset management – Coordinate the transfer of data from the project to DEN's Asset Management section. This includes as-builts, permits, warranty information, training materials
 - ii. Closeout Support - PM teams will monitor contract closeouts to ensure receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment. Prepare and process certificates of final inspection/acceptance, certificates of completion where required, and final payment releases. Recommend closeout of the contract and final payment after determining that all contract requirements have been satisfied.
 - iii. Assist in the execution of warranty work.
 - iv. FAA Project Close Out Report (when applicable)- The PM team will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The close out report will include but not be limited to: a final test and quality control report documenting the results of all tests



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material.

3.6 REPORTING AND DOCUMENTATION

- A. Within 48 hours upon a request from the Senior Vice President and/or an appointee, the Consultant shall provide a staff utilization report for any or all tasks under this contract. The report shall include, but is not limited to staff names, staff project position title, DEN Project/task Name, Consultant hours allocated to each task per RFP, Consultant hours billed on each task, estimated hours for completion of each task, and staff vehicle assignments.
- B. All project photographic documentation shall be performed with a GPS enabled camera with adequate flash for the environment. Cell phone cameras are not acceptable equipment for confined or interior space documentation.
- C. The Consultant must provide a cloud-based electronic field documentation platform accessible to all field staff. The Consultant shall submit samples of the daily work product to the Senior Vice President and/or an appointee for review and approval prior to use on any task. The platform must have the following features and Consultant shall propose any platform for use for approval by the Director of Infrastructure or Facility Projects:
 - i. Capability to export field documentation (daily reports, issue logs, test documentation, etc.) into Primavera Unifier as a direct integration or PDF attachment.
 - a. List data such as Issue and deficiency logs shall have the capability of direct export in CSV or spreadsheet format.
 - ii. Capability to import assets from Revit models, including equipment tags and metadata
 - iii. Issue tracking system, including:
 - a. Issue logging with user administration
 - b. Issue details, including assigned party, due date, associated equipment/materials, and comments
- D. The consultant shall audit the performance of Project Managers on a quarterly basis or as requested by a Senior Vice President and/or an appointee. The intent of the audit is to ensure staff are performing to the requirements of this contract and that they are verifying that all aspects of work are following the Project Contract Documents. Provide a report of the Audit to the Senior Vice President and/or an appointee for review. The report shall contain at a minimum:
 - i. Project Managers audited
 - ii. Name of Project audited
 - iii. Details of audit procedures
 - iv. 360 feedback from DEN staff and Consultant Staff



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- v. Errors and omissions identified
- vi. Corrective actions taken and additional training needed

4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

4.1 GENERAL

- A. Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Vice President and/or an appointee, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM DEV goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).
- B. The Consultant agrees that they shall provide no services until directed by the AIM DEV Facilities or Infrastructure Director as evidenced by a signed and dated Notice to Proceed (NTP), and that the AIM DEV Facilities or Infrastructure Director may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full time or part time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof.
- C. The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Vice President and/or an appointee prior to commencing their duties under this Agreement, and DEN reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Vice President in his/her discretion directs. The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as-needed basis
- D. AIM DEV has project management teams to manage various projects within the facilities and infrastructure groups. These teams are integrated teams that can consist of personnel from the City, this Consultant, and the other Consultant(s). The assigned Project Manager will have overall responsibility for the assigned project team. They will follow established lines of authority and standard communication procedures in order to assure that all measurable requirements for a project have been met and projects are successfully completed. For all project-related activities (not consultant-oriented administrative activities), project team members, including the Project Manager, will be supervised and receive management direction from a DEN Supervisor.
- E. Prior to permitting any new person to commence work, the Consultant shall submit the names and qualifications of each person including their proposed hourly wage, for approval to the AIM DEV Facilities or Infrastructure Director. At the discretion of the AIM DEV Facilities or Infrastructure Director, the proposed person shall be made available for an interview.



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- F. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the AIM DEV Facilities or Infrastructure Director. If the AIM DEV Facilities or Infrastructure Director instructs the Consultant to remove a staff member from an assigned project or task, the Consultant shall provide an equally or greater qualified individual as a replacement and will remove the requested individual from the task or project within two weeks.

5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

5.1 PERSONNEL

- A. The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by an individual, who shall be the operational point of contact (POC) with the AIM DEV Facilities or Infrastructure Director. The Consultant's personnel shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work.
- B. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The AIM DEV Facilities or Infrastructure Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN.
- C. When requested by AIM DEV, the consultant will make existing or new proposed staff available for interviews, reviews of credentials or experience, or to otherwise have qualifications or abilities to execute specific projects assessed by AIM DEV.
- D. The Consultant agrees that all personnel provided are to perform services under this Agreement and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Vice President reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements.
- E. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount up to 5% of such invoices, excluding reimbursable expenses incurred by subconsultants. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of this Agreement are set out on Exhibit D attached hereto and incorporated herein.

- F. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with Exhibit E.

6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

6.1 GENERAL

- A. The Consultant will provide all equipment and tools deemed necessary by the Senior Vice President and/or an appointee for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations. DEN will not provide equipment deemed necessary for the Consultant's personnel to perform their assigned job duties for assigned projects with the exception of access to DEN networks and software as applicable.
 - i. As a standard, DEN will not provide equipment such as on-site computers, tablets, hand tools, testing equipment, and copy machines, however these items may be provided on a provisional or temporary basis as needed and as determined by the AIM DEV Facilities or Infrastructure Director. DEN may also provide flexible office space such as drop-in desks, office supplies, and parking as needed at the determination of the Directors or Senior Vice President.
- B. Vehicles and electric powered carts shall be provided, when necessary, by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Vice President and/or an appointee as required by each project task order. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the Senior Vice President and/or an appointee. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles used on the airfield in movement areas will need to be equipped with high intensity light bars and vehicle installed radios for communications with DEN Operations and FAA. These devices shall be approved by the Senior Vice President and/or an appointee and meet the current requirements of DEN Operations and the FAA for communication with the Ramp and/or Air Traffic Control Tower(s). Vehicles shall also meet all DEN, FAA, TSA requirements, and permits to access the areas required for the performance of the task order work. These areas include but are not



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

limited to the airfield runways, taxiways, aprons; landside roadways, parking areas, terminal, concourses, revenue-controlled areas, and tunnels. All costs related to the vehicles and carts meeting these requirements shall be included in the overhead multiplier. Those vehicles and vehicle costs proposed to support staff shall be identified on each project-specific task proposal.

- C. The Consultant shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.
- D. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.
- E. Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bag, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.
- F. The consultant shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

7 REFERENCED FORMS/DOCUMENTS

#	Name
EXHIBIT - D	Task Order Proposals and Execution Process
EXHIBIT - E	Scheduling, Progress Reporting, Invoicing, and Correspondence Control

END OF EXHIBIT



Exhibit B

Denver International Airport

AIM Development

Professional Services Agreements

Core Staff Rates

Contract Name: Integrated Project Management Support Services (IPMSS) - Infrastructure

Contract Number: PLANE-202262947



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 the company named above.

Revision June 2021



EXHIBIT B

Prime Consultant: Civil Technology, Inc.

DEN Contract Number: 202262947

DEN Contract Name: Integrated Project Management Support

Project Name: NA

Project Number: NA

MWBE / SBE Contractual Goal 35%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Office Multiplier Factor	Field Multiplier Factor	MWBE / SBE Goal %
1	Civil Technology Inc.	Prime	3.5469	3.3129	24%
2	Atkins North America, Inc.	Sub-Contractor	3.448	3.195	
3	AECOM Technical Services, Inc.	Sub-Contractor	3.1295	2.789	
4	RockSol Consulting Group, Inc.	Sub-Contractor	3.25	3.25	
5	Jviation, A Woolpert Company	Sub-Contractor	2.9665	NA	
6	Civil Innovation, LLC	Sub-Contractor	3.15	3.15	7%
7	Triunity Engineering & Management, Inc.	Sub-Contractor	2.9687	2.9687	5%
8	OGX Consulting	Sub-Contractor		NA	2%
9	Sunland Group	Sub-Contractor	3.16	3.16	5%
10	MSL Strategic Advisors, LLC	Sub-Contractor	NA	NA	1%
11	San Engineering, LLC	Sub-Contractor	2.9268	NA	4%
12	J A Watts Inc. (JWI)	Sub-Contractor		2.5981	3%
13	Enter Company Name	TOTAL MWBE			51%
14	Enter Company Name				
15	Enter Company Name				
16	Enter Company Name				
17	Enter Company Name				
18	Enter Company Name				
19	Enter Company Name				
20	Enter Company Name				
21	Enter Company Name				
22	Enter Company Name				



EXHIBIT B

Prime Consultant	Civil Technology Inc.
DEN Contract Number	202262947
DEN Contract Name	Integrated Project Management Support Services (IPMSS) Infrastructure
Project Name	NA
Project Number	NA
MWBE / SBE Contractual Goal	35%

Core Staff Rates

Company Name	Prime / Sub-Contractor	Name	Position	Fully Burdened Rate
1 Civil Technology Inc.	Prime	Thomas Tanke, PE	Engineer VI	\$231
2 Civil Technology Inc.	Prime	James Ellis	Project Manager Functional IV	\$178
3 Civil Technology Inc.	Prime	Mark Percy	Project Manager	\$207
4 Civil Technology Inc.	Prime	Hayel Dahleh	Quality-Control Engineer	\$150
5 Civil Technology Inc.	Prime	Khalid Abidi	Senior Construction Representative	\$144
6 Civil Technology Inc.	Prime	Alexander Bernier	Quality-Control Engineer	\$132
7 Civil Technology Inc.	Prime	Feras Khadhra	Architect II	\$146
8 Jviation, A Woolpert Company	Sub-Contractor	Donald Smith, PE	Project Manager Functional IV	\$255
9 Civil Innovation, LLC	Sub-Contractor	Cindy Ashe	Project Manager Functional IV	\$212
10 Civil Innovation, LLC	Sub-Contractor	Kristi Gemperline	Engineer III	\$176
11 Civil Innovation, LLC	Sub-Contractor	Mariah Hoebee	Contract Administrator I	\$103
12 Civil Innovation, LLC	Sub-Contractor	Robert Martin	Contract Administrator II	\$79
13 Civil Innovation, LLC	Sub-Contractor	Michelle Martin, PE	Engineer IV	\$264
14 Civil Innovation, LLC	Sub-Contractor	Tony Deconinck	Project Manager	\$147
15 MSL Strategic Advisors, LLC	Sub-Contractor	Miriam Long	Project Manager	\$200
16 Atkins North America, Inc.	Sub-Contractor	Heather Browning	Contract Administrator II	\$140
17 Atkins North America, Inc.	Sub-Contractor	Deana Robinson	Contract Administrator II	\$128
18 Atkins North America, Inc.	Sub-Contractor	Michael Slade, PE, PMP	Project Manager Functional IV	\$306
19 Atkins North America, Inc.	Sub-Contractor	Hokie Hansson, PE	Engineer IV	\$247
20 Atkins North America, Inc.	Sub-Contractor	Edmond Woods, PE	Project Manager Functional III	\$176
21 Atkins North America, Inc.	Sub-Contractor	Brandon Schissel	Construction Manager	\$163
22 AECOM Technical Services, Inc.	Sub-Contractor	Kathryn Stevens, PE	Engineer III	\$143
23 AECOM Technical Services, Inc.	Sub-Contractor	Mark Hughes	Project Manager Functional IV	\$307
24 AECOM Technical Services, Inc.	Sub-Contractor	Kelly Walker	Contract Administrator II	\$110
25 AECOM Technical Services, Inc.	Sub-Contractor	Tracey Whaley	Project Manager Functional IV	\$245
26 Civil Innovation, LLC	Sub-Contractor	Ken Pavlick	Project Manager Functional IV	\$220
27 OGX Consulting	Sub-Contractor	Stephan Bridges	Project Manager Functional III	\$204
28 RockSol Consulting Group, Inc.	Sub-Contractor	Lauren Gentile	Project Manager	\$180
29 RockSol Consulting Group, Inc.	Sub-Contractor	Robert Coloroso, PE	Construction Manager	\$182
30 Triunity Engineering & Management, Inc.	Sub-Contractor	Mike Kuyper, PE	Project Manager Functional IV	\$256
31 Triunity Engineering & Management, Inc.	Sub-Contractor	Caleb Flack	Project Manager Functional II	\$92
32 Sunland Group	Sub-Contractor	Robert Grubb	Sr. Construction Representative	\$152
33 Sunland Group	Sub-Contractor	Rex Rice	Sr. Construction Representative	\$159
34 San Engineering, LLC	Sub-Contractor	John Migliaccio, PE	Engineer V	\$248
35 San Engineering, LLC	Sub-Contractor	Jeremy Zeid, PE	Engineer III	\$197
36 San Engineering, LLC	Sub-Contractor	Paulus Limasalle, PE	Engineer III	\$144
37 J A Watts Inc.	Sub-Contractor	William (Bill) Nagle	Project Manager Functional IV	\$171
38 J A Watts Inc.	Sub-Contractor	Karissa Pearson	Project Manager Functional II	\$90
39 J A Watts Inc.	Sub-Contractor	Caroline Metzger	Project Manager Functional II	\$97



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Scheduling	Scheduler I	Level 1	Junior scheduler	Set up baseline schedules, progress updates against baseline, reporting support
	Scheduler II	Level 2	Mid-Level Scheduler	
	Scheduler III	Level 3	Senior Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
Cost Management	Scheduler Manager	Level 4	Team Lead	
	Cost Engineer	Level 1	Junior Cost Engineer	Update cost reports, provide PM support
	Cost Manager I	Level 2	Mid-Level Cost Manager	
Risk Management	Cost Manager II	Level 3	Senior Cost Manager	Set up budgets, assess performance against that baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN
	Cost Manager III	Level 4	Team Lead Cost Management	
	Risk Manager I	2 years	Junior Risk Engineer	Update project risk registers, monitor contingency draw down on project and portfolio level
Document Management	Risk Manager II	2-5 years	Mid-Level Risk Manager	Run project-specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio
	Risk Manager III	5-10 Years	Senior Risk Manager	
	Risk Manager IV	10 - 20 years or more	Team Lead Risk Management	
Project Controls / Reporting	Document Controller I	2 years	Junior Document Controller	Provide document management services in line with DEN's processes
	Document Controller II	2-5 years	Mid-Level Document Controller	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repositories systems
	Document Manager I	5-10 Years	Senior Document Manager	
Contract Management	Document Manager II	10 - 20 Years or more	Team Lead for Document Management	
	Project Controls Engineer I	2 years	Junior Project Controls Engineer	Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team
	Project Controls Engineer II	2-5 years	Mid-Level Project Controls Engineer	Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN's CIP portfolio: performance meeting creation
Contract Management	Project Controls Manager I	5-10 Years	Senior Project Controls Manager	
	Project Controls Manager II	10 - 20 Years or more	Team Lead for Project Controls	
	Contract Administrator I	2 years	Junior Contract Administrator	Change order management compliance with contracts
Estimating	Contract Administrator II	2-5 years	Mid-Level Contract Administrator	
	Contract Manager I	5-10 Years	Senior Contract Manager	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
	Contract Manager II	10 - 20 Years or more	Team Lead Contract Management	
Estimating	Estimator I Civil	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Civil	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Civil	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
Estimating	Estimating Manager Civil	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Structural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Structural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
Estimating	Estimator III Structural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Structural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Architectural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
Estimating	Estimator II Architectural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Architectural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Architectural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
Estimating	Estimator I Electrical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Electrical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Electrical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
Estimating	Estimating Manager Electrical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Mechanical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Mechanical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
Estimating	Estimator III Mechanical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Mechanical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Plumbing	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
Estimating	Estimator II Plumbing	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Plumbing	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Plumbing	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
Estimating	Estimator I Comms / IT	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Comms / IT	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Comms / IT	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
Estimating	Estimating Manager Comms / IT	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Security	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Security	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
Estimating	Estimator III Security	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Security	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Unifiler Support	Technical Support I	2 years	Junior Technical Support Unifiler
Technical Support II		2-5 years	Mid-Level Technical Support Unifiler	Unifiler Certification Required
Technical Support III		5-10 Years	Senior Technical Support Unifiler	Unifiler Certification Required
Unifiler Development	Unifiler Systems Developer I	2 years	Junior Developer Unifiler	Unifiler Certification Required, Business Process Design, Implementation, Testing
	Unifiler Systems Developer II	2-5 years	Mid-Level Developer Unifiler	Unifiler Certification Required, Business Process Design, Implementation, Testing
	Unifiler Systems Developer III	5-10 Years or more	Senior Developer Unifiler	Unifiler Certification Required, Business Process Design, Implementation, Testing
Primavera P6 Support	Technical Support I	2 years	Junior Technical Support P6	Primavera P6 Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support P6	Primavera P6 Certification Required
	Technical Support III	5-10 Years	Senior Technical Support P6	Primavera P6 Certification Required
Analytics Development	Data Architect I	2 years	Junior Data Architect	Data Model, Data Mapping
	Data Architect II	2-5 years	Mid-Level Data Architect	Data Model, Data Mapping
	Data Architect III	5-10 Years	Senior Data Architect	Data Model, Data Mapping
Analytics Development	Data Architect IV	10 Years or more	Team Lead Data Architect	Data Model, Data Mapping
	Data Analyst I	2 years	Junior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst II	2-5 years	Mid-Level Data Analyst	Dashboard Development, Systems Integration
Analytics Development	Data Analyst III	5-10 Years	Senior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst IV	10 Years or more	Team Lead Data Analysts	Dashboard Development, Systems Integration
	Project Management	Project Manager Functional III	2-5 years	Mid-Level Project Manager
Project Management	Project Manager Functional II	5-10 Years	Senior Project Manager	Unifiler / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional IV	10 - 20 Years	Team Lead Project Manager / Principal	Unifiler / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
Architectural Design	Architect I	Level 1		Entry level of professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education and experience. Works under close supervision; receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, prepares architectural plans/renderings, and inspects architectural features of structures in field.
	Architect II	Level 2		Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited judgment is required on work details when making preliminary selections and adaptations of alternatives. Assignments may include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree. Supervisor screens assignments for unusual or difficult problems and selects techniques/procedures for non-routine work. Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more experienced architects using prescribed methods.
	Architect III	Level 2		Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for minor adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Minimum of 1-year at preceding level required. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of individual revenue-producing projects.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Architect IV	Level 3		Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial interpretation of standard techniques, procedures, and criteria. Independently solves problems encountered. Minimum of 2-years at preceding level required. Registration as a licensed architect is required. Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few architects or technicians on assigned work.
	Architect V			Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individual's field. Registration as a licensed architect is required. Supervision and guidance mainly concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction. Typical duties/responsibilities include one or more of following: 1) supervises, coordinates, and reviews work of small staff of architects and technicians; 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures. Minimum of 4-years at preceding level required.
	Architect VI	Level 4		Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains liaison with individuals and units in or outside firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with assignments based on broad, general objectives and limits. Typical duties/responsibilities include one or more of following: 1) plans, organizes, and supervises work of staff of architects and technicians (approx. 10-20 individuals); 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity. Minimum of 4-years at preceding level required.
	Architect VII	Level 4		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual demonstrates creativity, foresight, and maturity in architectural judgment when anticipating and solving unprecedented architectural complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architect is required. Typical duties and responsibilities include one or more of following: 1) planning, organizing, and supervising work of large staff of architects and technicians (greater than 20 individuals); 2) As individual researcher or consultant, is recognized leader/authority in firm concerning broad area of specialization or narrow but highly specialized field. Minimum of 4-years at preceding level required.
	Architect VIII	Level 5		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licensed architect is required. Receives general administrative direction. Responsible for one or more diverse and large-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification. Minimum of 4-years at preceding level required.
Surveying	Chain/Rod Technician			Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
	Land Surveyor			Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
	Party Chief			Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Construction	Chief Construction Representative			Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
	Construction Coordinator			Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
	Construction Manager			Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes initiation and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Construction Representative			Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
	Field Engineer			Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
	Field Superintendent			Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience.
	Materials Manager			Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
	Resident Construction Manager 1			Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications.
	Resident Construction Manager 2			Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
	Resident Engineer			Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications which may include final payment.
Senior Construction Manager			Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.	
Senior Construction Representative			This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced Inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent.	
Engineering	Engineer I			Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.
	Engineer II			Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Engineer III			Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for training/development. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer IV			Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer V			Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer VI			Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves exploration of subject area, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity.
	Engineer VII			Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer VIII			Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer IX			Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.
	Engineer Technician I			Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.
	Engineer Technician II			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts a variety of standardized tests; may prepare test specimens; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.
	Engineer Technician III			Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.
	Engineer Technician IV			Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
	Instrument Technician			Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, theodolites, hp distance meter, ranger, chain, electrotopo, and tellurometer.
Interior Design	Interior Design Apprentice			Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
	Interior Designer I			Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
	Interior Designer II			Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems.
	Interior Designer III			Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects.
	Interior Designer IV			Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size.
	Interior Designer V			Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
	Interior Designer VI			Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
Auditing	Internal Auditor			Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
	Job Captain			Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
	Laboratory Technician 1			Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Laboratory Technician 2			Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4			Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. May be assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
	Laboratory Technician 5			Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6			Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.
Landscaping	Landscape Architect I (Entry Level)			Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work)
	Landscape Architect II			Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and recommendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.
	Landscape Architect III			Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
	Manager of Landscape Architecture			Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.
	Project Accountant			Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed in accordance with company policy, accounting principles, and contractual obligations. Coordinates the project accounting system within the company and works with technical staff to ensure compliance with contractual requirements. May supervise the activities of various accounting clerks and be responsible for the preparation of periodic reports for management. Normally requires a degree in accounting with at least 2 years of experience or equivalent training and experience.
	Project Manager			Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management.
	Senior Landscape Architect			Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5 years' or more applicable experience. Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Quality Control	Quality-Control Engineer			Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
	Scientist 1			Entry level professional requiring Bachelor's Degree in Science and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision, receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks, which provide experience and familiarity with scientific staff, methods, practices, and programs. Usually assumes no responsibility for direction of others, except for possible assistance in collection data.
Specialist Services	Scientist 2			Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an MS Degree.
	Scientist 3			Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and be assisted by lower-level scientists.
	Scientist 4			Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforeseen or novel complexities, and b) ability to apply analytical solutions to wide variety of problems and assimilate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Generally requires 1 to 2 years Scientist 3 or related experience. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise small staff of scientists and technicians on project basis.
	Scientist 5			Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for understanding or rejecting specific project tasks. Requires sufficient breadth of knowledge and Scientist 4 work experience to have achieved a position of identifiable expertise within organization. Professional certification may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor or specialized outside-authority concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) In supervisory capacity, plans, organizes, and directs assigned project programs. Independently defines scope and critical elements of projects and selects steps to be taken. Supervises small staff (2-5) of Scientists 1-4 and technicians on project basis; 2) As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedures.



Exhibit B

Area of Expertise

Position

Professional Experience

Title

Qualifications / Role Description



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.

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: michael.cloud@flydenver.com and michael.sheehan@flydenver.com

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

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:
Contractor 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:
Contractor 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 Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance – Business Personal Property:**
Contractor is solely responsible for any loss or damage to their business personal property or personal property of its employees and subcontractors, including, without limitation, furnishings, materials, tools, and equipment. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Cyber Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
7. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if applicable), Contractor'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 (excluding Professional Liability, if applicable), Contractor'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.

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



Exhibit D

PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: December 2022



AIM DEVELOPMENT

Integrated Project Management Support Services

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. In addition, the Landside and Airside Complex consists of runways, taxiways, roadways, utility infrastructure, and numerous ancillary support facilities including utility infrastructure and drainage systems which serve these facilities as well as the Terminal Complex.

1.2 GENERAL SCOPE

1.2.1 This contract is for the exclusive use of and administration by AIM Development. Only direction given by the authorized representatives from AIM Development and task order requests for proposals issued by AIM Development are valid.

1.2.2 The Airport maintains professional services contracts to provide various project and construction management, engineering, architectural, other design, commissioning, quality assurance, scheduling, 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. These services may include but are not limited to programming; testing; performing studies; project and construction management; contract administration; commissioning oversight; providing preliminary, final, and record document designs; site inspections; field investigations; developing and maintaining construction documents; plans; specifications; preparing cost estimates; and providing construction administration for various systems additions, improvements, construction, and modifications at Denver International Airport; and other professional services as requested.

1.2.3 Should a Task Order scope of work require an engineering or other design 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.

1.2.4 The term "Task Order" when it is used in this Agreement means all the work associated with responding to and completing the scope of work identified for all professional services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated AIM Development representative.

1.2.5 Should there be any conflict between this exhibit and the Scope of Work (Exhibit A), Exhibit A shall take precedence.



AIM DEVELOPMENT

Integrated Project Management Support Services

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

2.1.1 The Consultant, as deemed necessary from time to time by the SVP of AIM Development or the designated AIM Development representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current DEN 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.

2.2 AIM DEVELOPMENT TASK ORDER SCOPE OF WORK AND REQUEST FOR PROPOSAL (RFP)

2.2.1 Specific task order scopes of work will be requested through a Task Order Request for Proposals, only from an authorized AIM Development representative.

2.2.2 The SVP of AIM Development or the designated AIM Development representative will issue to the Consultant a Task Order Request for Proposal (PS-02) for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will attend a pre-proposal meeting to ensure an understanding of the scope of work and will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the AIM Development Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal are not guaranteed to result in an executed Task Order.

2.3 CONSULTANT TASK ORDER FEE PROPOSAL

2.3.1 The Consultant shall provide a fee proposal that includes the following:

2.3.1.1 A brief narrative of the understanding of the requested Task Order scope of work to be performed by consultants and all subconsultants.

2.3.1.2 A completed Fee Proposal Spreadsheet (PS-F) broken down by personnel pay classifications, proposed staff names, agreed fully burdened hourly billing rates (from Exhibit B), and hours necessary to complete the Task Order scope of work.

2.3.1.3 A schedule identifying all phases of scope of work.

2.3.1.4 Identification of a time and materials, not to exceed fee.

2.3.2 Fees for proposal preparation will not be reimbursed and are instead included in the Consultant's overhead multiplier.

2.4 TASK ORDER PROPOSAL CONSIDERATION

2.4.1 For each Task Order RFP issued, the City will review the Consultant's Task Order fee proposal and Task Order schedule. 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.



AIM DEVELOPMENT

Integrated Project Management Support Services

2.4.2 The Consultant will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP). 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 AIM Development representative.

2.5 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

2.5.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the PPM must be a licensed architect or registered professional engineer in the State of Colorado. The PPM 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 AIM Development representative. This PPM 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 AIM Development Contract Manager and a formal written request is submitted which requests the removal of the PPM.

2.5.2 Should the AIM Development Contract Manager request the removal of the PPM, the Consultant will replace that PPM with a person of similar or equal experience and qualifications. The replacement PPM is subject to the approval of the Senior Vice President of AIM Development or the designated AIM Development representative.

2.6 STAFF BILLING RATES

2.6.1 All Consultant and Subconsultant staff proposed on task orders shall have billing rates identified in Exhibit B. The Consultant shall identify normal duty billing rates, overtime duty billing rates as applicable, and/or office billing rates as applicable per task order scope of work.

2.6.1.1 Overtime rates shall be calculated at base unburdened rate times 1.5 times a reduced overhead multiplier that excludes fringe benefits.

2.6.2 The allowable mark-up for subconsultants and expenses is 5 percent.

2.6.3 The allowable billing rate annual escalation per staff member shall not exceed 5 percent and is subject to the approval of the Senior Vice President of AIM Development or the designated AIM Development representative. When approved, the escalation shall be applied the first week of the following calendar year or at the discretion of the Senior Vice President of AIM Development or the designated AIM Development representative.

2.6.4 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 only pay for authorized work related to an AIM Development task order or work that AIM Development deems is necessary for the scope of work required of Consultant or its project manager.



AIM DEVELOPMENT

Integrated Project Management Support Services

2.7 DILIGENCE

2.7.1 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 AIM Development representative.

2.8 COOPERATION

2.8.1 The Consultant will fully cooperate and coordinate with other Consultants and approved AIM Development contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work.

3 TASK ORDER EXECUTION

3.1 TASK ORDER NOTICE TO PROCEED

- 3.1.1 DEN will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come only in the form of a Notice to Proceed signed by the SVP of AIM Development or the designated AIM Development representative. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and DEN 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.
- 3.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, DEN 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. DEN will provide periodic training for the Primavera Unifier system to Consultants.
- 3.1.3 Staffing Plan and Staffing Schedules: Unless otherwise explicitly communicated in writing by the SVP of AIM Development or the designated AIM Development representative, within 7 days following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in Task Order scope of work.
- 3.1.4 Deliverable Schedules: Unless otherwise explicitly communicated in writing by the SVP of AIM Development or the designated AIM Development representative, within 7 days 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.

3.2 DESIGN REQUIREMENTS

3.2.1 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.



AIM DEVELOPMENT

Integrated Project Management Support Services

- 3.2.2 Submittals: Upon receipt of the NTP, 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.
- 3.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the AIM Development 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 the 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.
- 3.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of AIM Development or the designated AIM Development representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 3.2.5 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 AIM Development Project Manager will provide written acceptance of all accepted VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.
- 3.3 **ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW**
- 3.3.1 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 AIM Development 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.
- 3.3.2 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.
- 3.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement



AIM DEVELOPMENT

Integrated Project Management Support Services

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 AIM Development Project Manager.

3.4 CONSTRUCTION ADMINISTRATION

3.4.1 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.

3.5 ADDITIONAL SERVICES

3.5.1 Changes to the scope of work initiated by the SVP of AIM Development or the designated AIM Development 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 schedule relief.

3.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (PS-05), or a duration as defined in writing by the AIM Development Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:

- 3.5.2.1 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.
- 3.5.2.2 A completed Task Order Proposal Spreadsheet (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.
- 3.5.2.3 A revised schedule identifying all phases of scope of work with AIM Development reviews.

3.5.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization (PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

3.6 TASK ORDER CLOSEOUT

3.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the SVP of AIM Development or the designated AIM Development representative.

3.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (PS-26) and Final Statement of Accounting (CM-93).

3.6.3 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 (PS-09) is submitted.



AIM DEVELOPMENT

Integrated Project Management Support Services

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 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 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 MISCELLANEOUS REQUIREMENTS

5.1 AIRPORT SECURITY REQUIREMENTS

- 5.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in any Controlled, Sterile, or Secure Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and AIM Development and Federal Aviation Administration/TSA rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.



AIM DEVELOPMENT

Integrated Project Management Support Services

6 REFERENCED FORMS

Form #	Name
PS-F	Fee Proposal Spreadsheet
PS-02	Task Order Request for Proposal
PS-05	Request for Proposal for Additional Services
PS-06	Additional Services Authorization (for Design)
PS-09	Final Lien Release – Professional Services
PS-13	Design Change Request (DCR).xls
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-25	Certification of Design and Construction Drawings for Advertising.docx
PS-26	Professional Services Affidavit of Completion Letter
PS-28	Design Certification Letter – AIP Projects (FAA)
CM-93	Final Statement of Accounting
Exhibit B	Professional Services Agreements Core Staff Rates

END OF EXHIBIT



Exhibit E

PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: December 2022



AIM DEVELOPMENT

Integrated Project Management Support Services

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, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one summary invoice. Invoices with breakouts for each task order, purchase order, or project shall be combined into a single monthly invoice package, with overall % complete of approved fee for each task order, purchase order, or project indicated on an invoice summary table. The acceptable format for this invoice package is a hyperlinked pdf file for easy navigation.
- 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 or after the submittal of each invoice depending on the payment method, and at the direction of the Senior Vice President (SVP) of AIM Development or the designated AIM Development representative.
- 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 the AIM Development Project Manager, 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 propose and the Consultant may offer alternatives, for calculating progress payments and reporting schedule status to the City on each task order. The City shall make the final determination and the Consultant shall incorporate the City's comments into the Task Order.
- 2.3 Level of Effort: Progress payments will be based on the actual number of direct labor expended for the period invoiced to perform a Task Order. Each invoice shall contain a table of costs and hours



AIM DEVELOPMENT

Integrated Project Management Support Services

by employee, which shows actuals, projected (or proposed), % complete of projected (or proposed), and % remaining.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for specific scopes of work on a time and materials basis, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order. Changes to the Task Order Scope of work and the Task Order not to exceed amounts can only be made through the DEN Task Order amendment process, 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 expenses outside of the approved Task Order Scope of Work and invoices that exceed the Task Order not to exceed amount will be considered unauthorized and no compensation by DEN to the Consultant will be made for that work or expense.
- 3.2 Draft invoices shall be submitted to the DEN Contract Manager via Unifier in the same format as that described in the final invoice requirements below. The DEN Contract Manager will review the invoice and components with appropriate DEN parties and return the draft invoice to the consultant within ten (10) days. The Consultant shall not submit a final invoice without approval of the draft invoice.
- 3.3 All final invoices must be submitted electronically in PDF format to: ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.
 - 3.3.1 Invoices must be submitted with:
 - 3.3.1.1 Company name
 - 3.3.1.2 Contract number
 - 3.3.1.3 Project name/task order number/PO Number
 - 3.3.1.4 Invoice date
 - 3.3.1.5 Invoice billing period
 - 3.3.1.6 All backup documentation/receipts for work performed during the period
 - 3.3.2 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 and:
 - 3.3.2.1 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.



AIM DEVELOPMENT

Integrated Project Management Support Services

- 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
 - 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.
 - 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
 - 3.3.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.3.2.7 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.
 - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP of AIM Development or the designated AIM Development representative.
- 3.4 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 AIM Development Contract Administrator, AIM Development Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted, however in any case this shall not be later than the 15th day of any month. 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).
- 3.5 The employee labor data (company name, employee name, employee title, hourly rate, and number of hours) on each invoice shall be submitted and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.
- 3.6 Invoices received after the day of the month agreed to for submitting invoices may be rejected for inclusion in the following month's invoice, and payment of such invoices may accordingly be delayed until the following month. Accordingly, timely submission of invoices is required.
- 3.7 An AIM Development Project Manager and the Contract Manager will review all invoices, and, in the event there is an objection or disagreement from the AIM Development representative with the invoiced progress, s/he will notify the Consultant. The Consultant and AIM Development Project Manager and/or the Contract Manager will meet within fourteen (14) days of the receipt of



AIM DEVELOPMENT

Integrated Project Management Support Services

the invoice to discuss the reasons for the disagreement. The AIM Development representatives 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.

- 3.8 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:
- 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.8.2 Signed subconsultant agreement(s)
 - 3.8.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 3.8.4 A work schedule as required by the AIM Development Project Manager
 - 3.8.5 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.
- 3.9 Monthly Invoice Narrative: The Monthly Invoice must contain a project narrative that shall be submitted to the DEN representative with each invoice. This narrative will describe the work completed in the month of work invoiced which represents the hours expended and invoiced costs. Failure to submit the Monthly Invoice narrative and all requirements of this Exhibit may be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 3.10 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from a DEN representative.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 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.
- 4.2 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 fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Consultant.



AIM DEVELOPMENT

Integrated Project Management Support Services

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.

- 4.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 5.1 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.

6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 6.1 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.
- 6.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project, e.g. 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:
- 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 6.2.2 Supplies & Equipment: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 6.2.3 Maintenance and Repair: Office equipment, survey & testing equipment.
 - 6.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 6.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 6.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 6.2.7 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.
 - 6.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.



AIM DEVELOPMENT

Integrated Project Management Support Services

- 6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 6.3 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.

7 EXPENSES

- 7.1 Expenses Reimbursed at Cost: All allowable (non-Salary) expenses are reimbursed at cost.
- 7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the SVP of AIM Development or the designated AIM Development 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.
- 7.4 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.
- 7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative. 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 SVP of AIM Development or the designated AIM Development representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare



AIM DEVELOPMENT

Integrated Project Management Support Services

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.

- 7.6 Rental Car: All rental car costs must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative. At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 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 SVP of AIM Development or the designated AIM Development representative.
- 7.8 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 SVP of AIM Development or the designated AIM Development representative.
- 7.9 Special: Expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement. All special expenses must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative.
- 7.10 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment. All expenditures for this category must be pre-approved by the SVP of AIM Development or the designated AIM Development representative before cost are incurred or submitted for reimbursement.
- 7.11 Project Field Supplies, Equipment and Vehicles: these items are limited to engineering copying, postage, freight, specialty field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.12 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 (PS-E).
- 7.13 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



AIM DEVELOPMENT

Integrated Project Management Support Services

and civic), overtime premium, fines & penalties, renewal of licenses/certifications, 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.

- 7.13.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable and are instead included in Consultant's overhead multiplier.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL

8.1 DEN Project Manager Discretion

8.1.1 All requirements in this section may be modified by the SVP of AIM Development or the designated AIM Development representative to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

8.2 Prior To Commencement of work – Submittals Required

8.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (Exhibit B).

8.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.

8.2.3 Work Schedule.

8.3 Monthly Submittals

8.3.1 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

9.1 All task order scope of work and contract-related information between the Consultant and DEN shall be transmitted and/or stored in the document library section of the appropriate program/project shells in Primavera Unifier. Regular business correspondence shall be completed via an e-mail format approved by the SVP of AIM Development or the designated AIM Development representative.

9.2 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.

9.2.1 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



AIM DEVELOPMENT

Integrated Project Management Support Services

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.

9.2.2 Task Order Proposals inclusive of work schedule, costs, staffing, and other additional requirements shall utilize the format and system as defined by the SVP of AIM Development or the designated AIM Development representative.

9.2.3 Refer to other Exhibits of this Agreement for additional requirements.

10 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
Exhibit B	Professional Services Agreements Core Staff Rates

END OF EXHIBIT

EXHIBIT F

EDI Plan



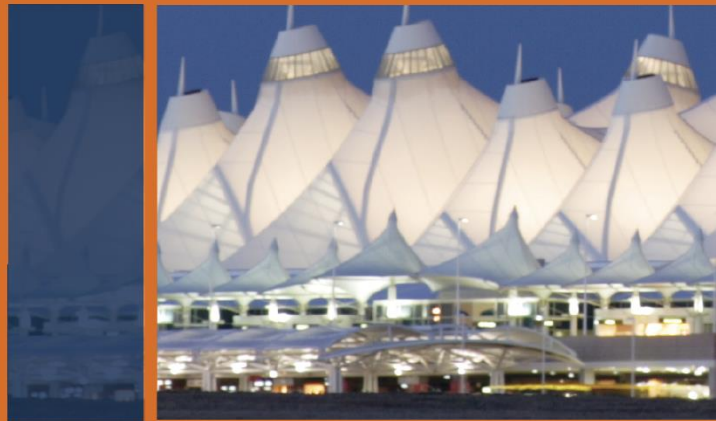
Denver International Airport | Integrated Project Management Support Services

No. 202262947

Civil Technology, Inc. - *Revision 3*

December 2, 2022

MWBE EDI PLAN



SUBMITTED BY

CIVIL TECHNOLOGY INC.

ATKINS

AECOM

CIVIL INNOVATIONS LLC

JVIATION
A WOOLPERT COMPANY



OGX

RockSol
Consulting Group, Inc.

MIRIAM SCOTT LONG
STRATEGIC ADVISORS

Sunland GROUP



San Engineering LLC
Civil and Structural Engineering

TRIUNITY



MWBE Equity, Diversity, and Inclusion Plan

In the past, DEN's MWBE participation requirements allowed CTI to "get a foot in the door" by serving as a subconsultant to larger firms. Now, through the process of developing this proposal, we have become partial to the view that **we have become the outcome that you are seeking to create.** We have developed a strong team bond with our teaming partners, Atkins and AECOM, and have full confidence that our firms' shared commitment to meeting DEN's goals will lead to our great success on this contract.



CTI has embraced a corporate growth philosophy that we refer to as E³ (E cubed). We hire exceptional people, demand an exceptional effort, and achieve exceptional results. This has allowed us to be the longest, continuous provider of construction management services at DEN. CTI knows the airport better

than any other provider, positioning us with institutional knowledge that is essential to the success of DEN's Vision 100.



ALIGNMENT

CTI was also one of the early supporters of the federal government's Justice 40 equity infrastructure program as an EDI initiative.

We are also a participant in the Colorado Department of Transportation's (CDOT)

mentor/protégé program developing knowledge, skills, and abilities that prepare us for opportunities such as this one. As a protégé working with AECOM as our mentor, we have been actively utilizing this program to grow our capacity and capabilities. We have engaged Atkins as our first tier subconsultant to meld our diverse backgrounds into a common EDI vision and a singular EDI story.

Our two firms come from different life experiences regarding equity, diversity, and inclusion. The Atkins experience has a greater focus on supporting MWBEs while CTI's experience has been as a MWBE working under non-MWBE primes. Our resulting common vision is that a combination of efforts working for, with, and as, an historically under-utilized multicultural business might be exactly the kind of coordinated effort and resources needed to move the needle forward. Embracing this common resolve as our team-wide approach to EDI, we adopt an ancient saying:

***"Individually we are one drop,
but collectively we are an ocean."***

Under CTI, Atkins will leverage its outstanding track record in partnering with and supporting MWBEs throughout Denver and across Colorado. Through CDOT's mentor/protégé program and similar capacity building opportunities, they have helped support the growth of firms such as TriUnity and San Engineering, and are pleased to be partnered on this opportunity with CTI. A strong supporter of Colorado's chapter of Women in Transportation Services (WTS), Atkins' engineer Rinal Chheda was recognized in 2022 as WTS Colorado's Emerging Leader. Serving as Elevate Denver Bond Program Manager, Atkins supported the City's Office of Economic Development (OED) in piloting its first Workforce Development Program. With more than half of the pilot's projects funded by Elevate general obligation bonds, the Atkins-led program management office supported OED in its development of apprenticeship goals, communication to the community, and progression toward its current Denver Construction Careers Program.

Key personnel

a. Small Business Certification and Contract Management System: B2GNow

- › User: Sheila King (CTI), Subcontracts/EDI Management
sheila.king@civiltechnology.com 303.292.0348

b. Project Manager

- › Conrad Dawes (CTI)
conrad.dawes@civiltechnology.com 478.302.8986

c. Controller

- › Sheila King (CTI), President
sheila.king@civiltechnology.com 303.292.0348

d. Superintendent n/a

e. Outreach/Community Engagement Coordinators

- › James Ellis (CTI) *Lead*
james.ellis@civiltechnology.com 303.292.0348
- › Miriam Long (MSL Strategic Advisors)
miriam@mslstrategicadvisors.com 213.804.0223
- › Sheila King (CTI)
sheila.king@civiltechnology.com 303.292.0348
- › Abdul Shanwar (CTI)
abdul.shanwar@civiltechnology.com 303.292.0348
- › Scott Richrath (Atkins)
scott.richrath@atkinglobal.com 720.737.5671

While the *quantity* of MWBE participation helps to keep the doors open, **it is the quality of participation that grows our companies.**

CTI has extensive institutional experience and knowledge of the airport through our successful performance of work for DEN in our capacity as a subconsultant within a task order environment. We understand, however, that new and existing MWBE businesses can face a great deal of uncertainty regarding the extent of work and participation that they may receive. Being on the winning team does not ensure that a subconsultant firm will be assigned work. We have experienced and observed that it is not uncommon to know very little about what the work may require or when the work will occur; there is often no communication from the prime and no benefit from being part of the awarded team. As a result of these experiences, we choose to approach the work in a different manner:

- √ Conrad Dawes will have one-on-one meetings scheduled with each of our MWBE team members to understand their business needs and what a stretch goal might look like for each firm.
- √ Conrad Dawes will engage in virtual or in person meetings with our full 12-firm team on a quarterly basis to ensure that everyone is updated on the project progress, upcoming opportunities, and staffing availability, and address any outstanding issues. Transparency, communication, and sharing of information is foundational to providing collective excellence.
- √ On a quarterly basis, Conrad Dawes will bring our MWBE team members when engaging with AIM staff and DEN stakeholders so we keep their firm and their capabilities in front of the client, as well as ensure that they receive the opportunity and benefit of building direct relationships with DEN.

Though each situation will be different, **our baseline commitment is that while we will bring the best qualified staff to perform the work, our MWBEs will receive the first priority and this will be true on every task order.**



The CTI team understands that if not managed, there is the potential that one of our 11 firms may dominate the work in a way that is inconsistent with our contractual requirements and particularly as it relates to our MWBE commitment. Should this situation occur, CTI's Outreach Coordinator, James Ellis, will engage with Principal Project

Manager, Conrad Dawes, to arrange a fairer distribution of tasks. Our process to address this is threefold:

1. Our team currently utilizes a dashboard that has been successful in monitoring participation goals against actual utilization. This tool will allow us to monitor and manage the project to meet our commitment.
2. Should our dashboard indicate that any of our 11 firms are being over utilized, which is inconsistent with our utilization plan, CTI will, without delay, engage and develop under-utilized firms in preparation for near term task order assignments.
3. The mentorship effort will be responsible for transferring the knowledge, data, history, stakeholder concerns, relevant processes, administrative procedures, and required reporting, so that the protégé firm can seamlessly and successfully deliver the next similar task order. In this manner we will ensure consistency of quality and response.

We will always provide quality first and stand steadfast in supporting MWBE utilization as one of the many tools that we use to meet this commitment.

As a monitoring tool, our subconsultant, Atkins, maintains an MWBE dashboard for its work as the prime on several on-call contracts with the City's Department of Transportation & Infrastructure. For their on-call contracts received since 2018 (Elevate Bond Program, General Civil, and Program Management), they are exceeding its MWBE goals. In fact, for the contract with the highest goal, **Atkins has surpassed the 35% requirement for Program Management (Category 13) by providing meaningful roles to subconsultants who have performed approximately 50% of the work to date on that contract.**

C. Technical Assistance and Support Services

Within the framework of our team, each of us is responsible for the success of all of us as in our use of formal and informal mentoring. Both CTI and Atkins have been participants in formal mentoring through the CDOT mentor-protégé program. In the case of CTI, we are the protégé and have brought our mentor organization, AECOM, as a subconsultant to this project. We believe that combined with Atkins, this gives our team more depth and DEN-specific expertise than any other team and allows our team to exercise a level of critical mass regarding a knowledge of formal mentoring combined with a demonstrated willingness to engage MWBE's in a supportive and capacity-building relationship.

When we talk about support, one specific example relates to the CTI team's 1 million hours of working knowledge at DEN. The vast majority of this experience resides with

CTI and AECOM. We will provide our MWBE firms with an on-boarding and orientation process that occurs before anyone does work on a task order. This includes acquainting team members with airport processes, procedures, badging, and escorting, as well as basic safety and security protocols. We will also equip them so they can minimize impacts of the work on airport operations and become stewards of the airport's effort to improve the traveling public's experience.

A specific example of capacity-building relates to utilizing our team's strong technology acumen. Atkins, AECOM, and OGx bring superior technology tools and applications to this project and have committed to being our technology hub. We are committed to ensuring that each of our MWBE firms will walk away from this project with software knowledge and technology skills that make them more valuable to DEN and expand their capacity to perform future work.

Per DSBO's authority set forth in Article III, DSBO established a 35% MWBE goal on this project. CTI is committed to 51% MWBE participation. We believe that while the quantity of participation helps to keep the doors open, **it is the quality of participation that grows our companies.** This requires deliberate opportunities for each MWBE and can only occur where there is sufficient expertise, technical assistance, and administrative support. It is CTI's experience that in order to build capacity it is necessary that MWBE's have the opportunity to perform work that is larger, more challenging, or more complex than what they have done before. We refer to these as stretch goals. Part of our engagement with our MWBE's is to conduct regular one-on-ones so that we can understand their business strategy and growth goals. With this understanding, we will look for opportunities for each MWBE to successfully deliver on a stretch goal within our contract.

We have a team that is built to meet this goal without putting the project or the client at risk. This is due to our size, depth, experience, knowledge, and commitment that within the framework of our team, each of us is responsible for the success of all of us.

Our team will utilize the demonstrated expertise and track record of Atkins and AECOM to support our ability to provide a smooth transition to dashboard development and meeting all of DEN's software platform requirements. To illustrate, a PowerBI dashboard (Figure 1) monitors its progress monthly toward MWBE goal attainment at the task order and subconsultant level. The dashboard sample shows both the monthly collective payments to MWBEs across multiple task orders at 20%. At the contract level for the task orders selected, it demonstrates exceeding the 9% Elevate/RISE goal as well as the 35% Program and Project Management goal.

As indicated previously, CTI will monitor our dashboards in real time to ensure our contract commitment goals are met. By taking into account MWBE utilization, the amount

of project time expended and remaining, and the amount of the project budget expended and remaining, we are able to monitor and manage this commitment.

Additionally, this is information available to DEN at any time and for which we will provide regular reporting.

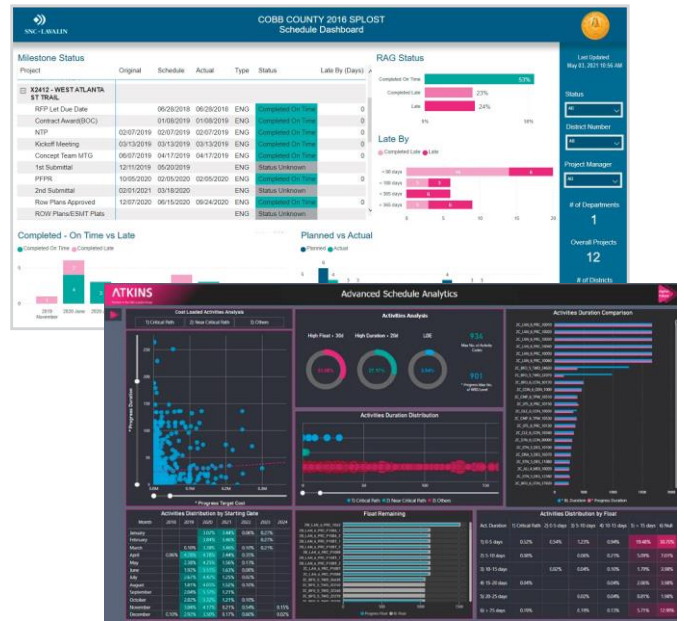


Figure 1. Sample scheduling dashboards

D. Procurement



CTI has identified two levels of procurement as it relates to this current proposal and scope of work. First, in assembling our team we have layered great expertise over significant bench depth and experience. We have accomplished this while procuring significant MWBE participation through CTI's prime role and including MWBE subconsultants TriUnity, OGx, Civil Innovations, Sunland, and San Engineering. To this procurement we also bring MSL Strategic Advisors (MSL), demonstrating our ongoing commitment to bringing new partners to DEN and creating new opportunities for adding other MWBEs to our firm in the future.

Additionally, we anticipate an ongoing process for the creation of a *Supplier Diversity and Inclusion Plan*, building on our existing information of vendor and supplier databases in combination with ongoing interaction and engagement with the MWBE community. In responding to each PS-02 (Task Order Request for Proposal), in addition to the fee proposal spreadsheet, schedule, and time and materials not to exceed fee, we will include our observation of whether the task order could create a new opportunity for an MWBE identified in our database. We will present these opportunities to DEN project managers and staff to be certain that we understand the goals and objectives to be achieved by the scope of work, and will look to DEN's request for further information should they decide to pursue the opportunity.

E. Communication and Vendor Management

When it comes to communication and vendor support for our MWBE team members, we believe the simple, best practice of engaging in a consistent and ongoing communication process ensures MWBEs receive information as well as have a voice that is recognized.

CTI's outreach coordinator, James Ellis, will be responsible for reaching out to each of our MWBE team members individually as well as overseeing monthly meetings where all of our MWBE subconsultants are brought together. These meetings will allow the subconsultants to share issues and concerns while providing an opportunity for CTI to update them on any schedule issues, upcoming work, quality concerns, performance expectations, future opportunities, and documentation and reporting requirements. Too often, when the subconsultants have little or no work, the thing that suffers most is their ability to build relationships both within the team as well as with the client. CTI will design the agenda for these meetings and coordinate activities in a manner that allows all the subconsultants to achieve and share in these benefits.

Adhering to Article III of the DRMC, the CTI team's payment process and dispute resolution with our MWBE firms is as follows:

1. Each MWBE firm provides us with staff rates.
2. We utilize and confirm these rates when we estimate the cost, scope, and duration to complete each task order estimate.
3. Once accepted by DEN, these rates establish the budget for the work to be performed.
4. We utilize time sheets to monitor and ensure that projects are within budget and if changes occur, we utilize a similar system to address the time and cost impacts of the change on the MWBE team member.
5. Upon billing, we make sure that the billings are reconciled with time sheets and other backup, and review any discrepancies with the MWBE firm prior to submitting the request for payment.
6. This review is conducted by the PPM, the task order manager, and the project accountant to validate that the pay request meets all of the contract requirements.
7. If there are questions or disputed items by DEN, we then have sufficient supporting documentation so that payments to the MWBE do not get held up or delayed.
8. In the event that DEN is unable to process the pay request on a timely basis, we will utilize a CTI line of credit so that the MWBE firms are not impacted by a delay they did not cause and within the prompt pay requirements.

CTI possesses in-depth knowledge of DEN operations, practices, security protocol, and safety requirements.

Because of our extensive experience and knowledge in these areas it is our plan to provide an orientation and training for our subconsultants to share what we know and to deepen their understanding of these vitally important issues. This will include improving the customer experience related to project impacts, and how to best support their needs in a high-security and high-safety environment that must remain fully operational 24 hours a day, seven days a week. This training will work in concert with a customized on-boarding program that Atkins has used with great success with the City of Denver. This includes metrics built around ensuring that everyone on our project team can be deployed with minimal delay and are ready to work from day one.

James will be the primary point of contact regarding MWBE utilization and all related activities. Additionally, he will establish meetings to understand MWBE business plans and offer recommendations when the project engages in scopes of work that align with our MWBEs' desired capability or capacity building goals.

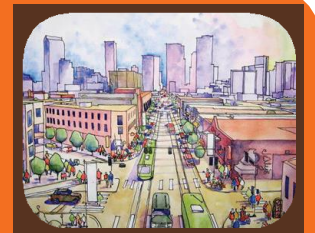
Quarterly, full team meetings will keep our MWBE firms apprised of the status of the work and the implementation of the contract. We believe that this level of transparency and communication will demonstrate our efforts to be above board in meeting our MWBE commitments, as well as serve as a source of checks and balances within the team. If, in spite of our efforts, an MWBE firm is not selected to work on the project, the CTI EDI lead and PPM will meet with the MWBE firm, and begin cultivating a strategy to remedy the issue.

F. Past Performance

CTI's past performance regarding its commitment to equity, diversity, and inclusion is long-standing and unwavering.

We have been a champion of the minority community and historically under-utilized businesses in the Denver area for several decades, and have been awarded by various local and state entities for our efforts (**Figures 2 and 3**).

CTI: PROJECT DIRECTOR for DENVER'S NEIGHBORHOOD MARKETPLACE INITIATIVE



CTI was selected by the City of Denver to serve as the Project Director for the city's "Neighborhood Marketplace Initiative." CTI worked with the city, residents, and businesses in the Five Points neighborhood to develop and implement a program to revitalize the Welton Street Business Corridor and support local transit-oriented development. The project produced increased mobility options, access to jobs, elimination of blight, the creation of the Five Points Business Development Office, and increased housing opportunities, resulting in a much healthier community. The subsequent impact of this work was reported to be hundreds of millions of dollars in development and over 150 additional residential units built.

Figure 2. CTI's Neighborhood Initiative

Martin Luther King, Jr.
Business Social Responsibility Award
 State of Colorado
Outstanding Woman-owned Business Award
 Colorado Black Chamber
Business of the Year Award
 Downtown Denver Partnership
Business of the Year Award



Figure 3. CTI's local and state-wide recognition

G. Proposer's Culture

Our external commitment to equity, diversity, and inclusion could not exist without our significant internal commitment at CTI. **For most of our 30+ years, CTI has lived this commitment.** Recently, we have focused on codifying our policies, practices, training, and procedures in the area of EDI. We have included our organization's *Equity Diversity and Inclusion Statement (Figure 4)*, as well as our *ED&I Commitment, Employment Practices, and Policies (Figure 5)* which we will execute with our strategic partners. The *Different Makes a Difference* program (Figure 6) demonstrates the common commitment we share with our major subconsultant, Atkins.

Civil Technology, Inc.
 Equity, Diversity, and Inclusion Statement

Civil Technology, Inc. (CTI) is a historically under utilized multicultural, small, minority, and women-owned business enterprise. Equity, diversity, and inclusion have been a part of our DNA for over 30 years. This includes efforts as recent as the Justice 40 initiative and our commitment to 40% participation when we prime work. However, it also goes back as far as acknowledgement and compliance with original equity efforts like the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and other related local and federal law.

We do not discriminate based on race, religion, national origin, disability, age, sex, gender identity, or sexual orientation. This is demonstrated in our general employment practices and policies.

As an MWBE we truly are reliant upon the excellence and professionalism of our employees. It is profoundly important that the people within our organization can work synergistically resulting from an environment of mutual trust, respectful collaboration, and valuing the unique attributes that make us different in ways that author creativity, innovation, independent thinking, and visionary solutions. This level of excellence only occurs when we engage the full diversity of our employees' talents in ways that invite them to participate as their full and authentic selves. This is where our business lives.

Figure 4. CTI's ED&I Statement

- We hire **diverse leaders** who are active role models and have been recognized by multiple agencies for our minority leadership.
- We engage a **multi-cultural recruitment team** and emphasize recruiting from a **wide range of backgrounds**.
- Paid sick leave and personal time off** is offered through our PTO program and our **contribution to employee healthcare costs** is above industry average.
- We support **work-life balance** by offering a flex-work program and provide a **living wage** for each employee and a 401k to build personal wealth.
- We **encourage, support and pay for training** that builds employee skills and regularly **engage and support disadvantaged communities**.
- We **commit to mentoring others and being mentored**, and continuing to **foster MWBE and underutilized businesses**.

When we combine our differences, we truly make a difference. So our commitment is to create and maintain an inclusive culture where everyone belongs, can be their true self and can reach their full potential.

Ian L. Edwards, President & CEO, SNC Lavalin

Figure 6. SNC Lavalin/Atkins ED&I Commitment

Future Initiatives



ALIGNMENT

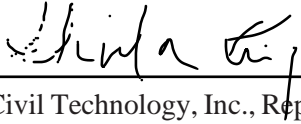
Decision Intelligence, which has the capability to accelerate your strategic and operational decision velocity, combined with advanced project management technology can do a lot to facilitate the planning and delivery of DEN projects.

Together, these tools can reduce project life cycle costs while improving asset management, reducing energy costs, and advancing facility sustainability and resilience. The resulting reduction in wear and tear on systems improves asset up-time and leads to smoother operations and an overall improved customer experience.

There is a significant EDI component to this approach. Technology was intended to be a bridge to foster equity, but in application, there may be more work to be accomplished.

SIGNATURE PAGE

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, **Civil Technology, Inc.**, shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by **Civil Technology, Inc.**, and approved by DSBO, beginning in September of 2023 or at the request of the DSBO.



Civil Technology, Inc., Representative Signature

DSBO Representative Signature

Sheila King

Printed Name/Title

Brittany Eroen, Assistant Director, Compliance

Printed Name/Title (delegated authority by Director)

12/5/2022

Date

12/8/2022

Date

EXHIBIT G

REQUEST FOR PROPOSALS AND CONSULTANT'S RESPONSE TO REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) – INFRASTRUCTURE

NO. 202262947

May 24, 2022

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Diane Folken
 E-Mail: contract.procurement@flydenver.com

Request for Proposals #202262947

PROPOSALS MUST BE RECEIVED BY: June 29, 2022, by 2:00 PM Denver Local Time

UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

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

Event	Date
RFP Advertisement	May 24, 2022
Optional Pre-Proposal Conference	May 31, 2022, at 1:00 Denver Local Time
Last Date to Submit Written Questions	June 09, 2022, by 2:00 Denver Local Time
Proposal Due Date	June 29, 2022, by 2:00 Denver Local Time

Pre-Proposal Conference – OPTIONAL

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

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmQwZTI5MWEtMWU0Ny00Y2Q1LThhOTAtMzhhODBjYTcwOGU3%40thread.v2/0?context=%7b%22id%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22oid%22%3a%2281bb498f-79df-41df-a879-d0ad8ba47cd0%22%2c%22isBroadcastMeeting%22%3atrue%7d&btype=a&role=a

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. Proposals are due by the date and time listed in the Schedule of Activities above.

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

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

Vendor EBS Guide:

http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs:

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

BidNet Vendor Training Video Link:

<https://bidnetdirect.webex.com/bidnetdirect/lsr.php?RCID=921c686e667f4017a58858e957e03eff>

Minority and Women-Owned Business Enterprise Participation

Article III, Division 3 of Chapter 28 of the D.R.M.C. states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for expenditures contracted by the City and County of Denver. The specific goal for this project is:

35% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. A draft MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) is a required submittal as part of the response to this RFQ and it will be scored. DSBO's approval of the MWBE EDI Plan will be required prior to receiving an executed contract or notice to proceed.

General Statement of Work

This request is for a contractor to be selected through a competitive RFP process to provide Integrated Project Management and Support Services (IPMSS) at Denver International Airport (DEN). The mission of the Airport Infrastructure Management Development (AIM DEV) division is to Define, Design and Build infrastructure and facilities development and rehabilitation projects at DEN. To achieve that objective, AIM DEV augments its staffing needs through the integrated engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for managing projects to produce the best quality, schedule and budget framework possible to support DEN's strategic plan - Vision 100.

Under this contract these duties shall include but are not limited to Integrated PMSS such as project management including planning, design, construction management, budget and schedule management; ensure compliance with design and AHJ requirements; determine and establish construction standards and materials; work with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; provide professional/technical assistance and project updates to the PMO group, stakeholders, management and City Council; assure that

projects meet established quality standards; work with DEN's Business Management Division in publishing requests for proposals and in selecting consultants and contractors for capital projects; make presentations; negotiate contracts; and perform additional duties as assigned.

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
- Sample Agreement:
 - List of all questions, issues, or proposed modifications to the Sample Agreement as outlined in Section III-2
- 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
 - MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)
- Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- Financial Forms (From primes only, financial forms from subs are not required)
Submit as separate electronic file from the proposal
 - Exhibit B

REQUEST FOR PROPOSAL**NO. 202262947****INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) - INFRASTRUCTURE**

REQUEST FOR PROPOSALS (RFP)	2
PROPOSAL SUBMITTAL REQUIREMENTS	4
I. CITY, AIRPORT AND PROJECT OVERVIEW.....	7
II. SCOPE OF WORK	8
III. ADMINISTRATION INFORMATION.....	9
III-1 Issuing Office	9
III-2 Introduction and Acceptance of RFP Terms.....	9
III-3 Means of Communication	9
III-4 Interpretation of Proposal Documents	9
III-5 Addenda	10
III-6 DEN Website.....	10
III-7 Withdrawal of Proposal.....	10
III-8 Rights of DEN.....	11
III-9 Confidentiality of Records	11
III-10 Proposer Agreements.....	12
III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation.....	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
III-25 Conflicts of Interest	20

	III-26	Collective Bargaining Agreement	20
IV.		PREPARATION OF PROPOSAL	21
	IV-1	Preparation of Proposal - Proposal Forms	21
	IV-2	Preparation of Proposal - Proposal Narrative	21
	IV-3	Proposal Narrative Contents	22
V.		EVALUATION OF PROPOSALS	26
	V-1	Evaluation of Proposals	26
	V-2	Past Performance	26
	V-3	Shortlisting and Interviews (If Necessary).....	26
	V-4	Best and Final Offers	27
	V-5	Evaluation Criteria	27
VI.		ATTACHMENT 1, PROPOSAL FORMS	28
		Attachment 1, Part 1 Proposal Acknowledgement Letter	28
		Attachment 1, Part 2 Proposal Data Form	29
		Attachment 1, Part 3 Disclosure of Legal/Administrative Proceedings/Financials.....	31
		Attachment 1, Part 4 Conflict of Interest Form	32
		Attachment 1, Part 5 MWBE Forms	33
VII.		ATTACHMENT 2, FORM W-9	34
VIII.		ATTACHMENT 3, INSURANCE REQUIREMENTS.....	35
IX.		ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS	36
X.		ATTACHMENT 5, SAMPLE CONTRACT	37
XI.		ATTACHMENT 6, CERTIFICATE OF GOOD STANDING.....	38

I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

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 January, 2023, 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

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

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

The Scope of Work which applies to this contract is contained in the pages immediately following this page.

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



Scope of Work



AIM DEVELOPMENT
INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

1 INTRODUCTION

The mission of the Airport Infrastructure Management Development (AIM DEV) division of Denver International Airport (DEN) is to Define, Design and Build all the infrastructure and facility developments and maintenance projects at DEN. To achieve that objective AIM DEV enhances its core staff through the engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for achieving the best design to produce the safest, best quality, schedule, and budget framework possible.

The AIM DEV teams provide overall project management activities for the development and delivery of projects throughout the Define, Design, Build, and Closeout/Turnover phases of the AIM DEV project lifecycle. This team ensures that development projects meet DEN's project requirements and fulfill the minimum requirements of the City & County of Denver Standard Specifications for Construction General Contract Conditions.

Under this contract these duties performed shall include but are not limited to comprehensive Integrated Project Management and Support Services (IPMSS). This may include project management (including planning, design, construction management, budget and schedule management); ensuring compliance with design and AHJ requirements; determining and establishing construction standards and materials; working with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; providing professional/technical assistance and project updates to the PMO group, stakeholders, management and City Council; assuring that projects meet established quality standards; working with DEN's Business Management Services Division in publishing requests for proposals and in selecting consultants and contractors for capital projects; preparing and giving presentations; negotiating contracts; and performing additional duties as assigned. This may also include contract administration services; contract review and advisement; processing of payment application packages; creation of requests for information or requests for proposals; and analyzing, preparing, and presenting data-driven metrics and reporting.

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

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

Support staff provided under this contract will be assigned to projects on a project-specific task order basis and are expected to stay assigned to a project for the duration of the project assigned. Support staff may be assigned to multiple projects simultaneously, and the consultant will manage the available resource capacity to ensure quality deliver of assigned responsibilities. The main focus of project assignments will be in the Design and Construction phases of the project lifecycle. The Define and Closeout phases of the project lifecycle will not be a significant portion of the project tasks assigned as these phases will predominantly be the responsibility of DEN staff. Project Managers will be integrated within the applicable



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

projects group in AIM DEV. Contract Administrators will be integrated within the PMO Group. Other support staff will be integrated within the applicable groups in AIM DEV or other divisions within DEN as instructed by the Senior Vice President of AIM DEV or their designee (the Director of Infrastructure or Director of Facility Projects).

2 CONTRACT REQUIREMENTS

2.1 GENERAL

- A. The Consultant, as deemed necessary by the Senior Vice President of AIM DEV, will provide various professional, technical and support staff to provide project-specific services required for projects managed within AIM DEV's groups. Typical examples of positions to be filled under this contract may include, but are not limited to, Project Managers, Contract Administrators, Commissioning Managers, Engineers, and Architects.
- B. The Consultant, as deemed necessary by the AIM DEV Facilities or Infrastructure Director, will provide professional, technical and support staff assigned to projects to perform or assist with support services which may include management of define, design, build, closeout and any other support services activities as required. It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.
- C. DEN currently uses a variety of software, including Oracle Primavera Unifier, Primavera P6 EPPM and Professional, Microsoft SharePoint applications, Textura, Revit, Power BI, and BIM 360 Field among others, for its project management software applications. The consultant's personnel will be required to become proficient in the use of these programs and any programs adopted in the future for use by AIM DEV.

3 PROJECT SERVICES

3.1 PROJECT STAFFING PROCESS

- A. All staff will be requested, assigned, and invoiced on a per project task order basis. Project task orders are developed as not-to-exceed (NTE) sums and are invoiced on time and materials (T&M). See Exhibit D for the task RFP, task proposal, and task execution process.
- B. The Consultant shall maintain and provide bi-weekly to the AIM DEV leadership (supervisors, directors, SVP), a cost-loaded staff utilization plan demonstrating project assignments, available capacity, and burn-rates weekly. Web-based dashboards or reports are preferred, and Microsoft Excel/CSV files may also be acceptable as determined by the AIM DEV SVP.
- C. No work shall be performed under any task order without a signed and dated Notice to Proceed (NTP) by the Senior Vice President and/or an appointee.
- D. All work associated with development of task order proposals shall be included in the



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

Consultant's multiplier.

3.2 DEFINE PHASE

- A. When a project need has been identified by DEN, it is assigned to a DEN Project Manager and the Project Define Phase is initiated. During this phase the DEN Project Manager meets with the Project Sponsor to further refine and quantify the project need. Alternatives may be reviewed; cost estimates and schedules are prepared. The project request is then presented to the AIM DEV Leadership Team for approval to be incorporated into the Capital Improvement Program or O&M Program. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all the following services, in which case a proposal will be requested from the Consultant and Consultant's personnel during define may include but would not be limited to:
- i. Review planning and programming studies, which may include special engineering studies and reports such as condition assessments and geotechnical investigations for applicability to the Project.
 - ii. Prepare the Define Tollgate(s) – Following DEN's Project Life Cycle, prepare the Define Tollgate for presentation and present as needed to Management and Stakeholders.
 - iii. Prepare Documents for Management Review & Approval – Prepare documentation and presentation materials for Executive Leadership and for presentation to the City Council.
 - iv. Coordinate with all relevant stakeholders to refine programming requirements and scope of work.
 - v. Develop a project charter and project management plan defining project scope, schedule, and the responsibilities of all project team members.
 - vi. Provide advice on issues involved in the planning, design and construction of capital improvement projects. Determine the extent of potential problems and recommend a course of action to clear all obstacles and to obtain required approvals and permits.

3.3 DESIGN PHASE

- A. During the design phase AIM DEV manages the necessary architectural and engineering consultant contracts to produce construction documents necessary for projects.
- B. Services required by the Consultant's personnel during design may include, but are not limited to:
- i. Revise the established project charter and project management plan refining the project scope, schedule, and the responsibilities of all project team members.
 - ii. Oversight of Other Consultants: Manage other consultants with various areas of expertise as a representative of AIM. To provide guidance and review the findings of consultants working on projects for DEN.

**AIM DEVELOPMENT****INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES**

- iii. Oversight of all project team members to ensure adherence to and compliance with all applicable established Design Standards Manuals (DSMs).
- iv. Building Information Modeling (BIM) Oversight: The PM will be required to ensure that DEN's Building Information Modeling (BIM) requirements; are implemented, including but not limited to;
 - a. Ensure that the contractor and the designer of record recognizes and agrees that it shall be required to use the Autodesk BIM 360 platform for this Project. Contractor recognizes and agrees that it shall make exclusive use of the City's enterprise deployment of Field and Glue as provided by the City;
 - b. Ensure the contractor and/or the designer of record recognizes and agrees that they shall be required to execute a BIM Project Execution Plan in cooperation with DEN's representatives in compliance with the Digital Facilities and Infrastructure (DFI) Design Standards Manual (DSM) and to adhere to the terms of that plan;
 - c. Ensure the contractor and/or the designer of record shall produce a construction model and perform clash detection according to the standards outlined in the DFI DSM and to deliver the coordinated models to DEN's representatives;
 - d. Ensure the contractor and the designer of record recognizes and agrees that they shall be required to conform to all requirements of the DFI DSM.
- v. Internal Agencies: The PM will coordinate and execute scope and design reviews with internal subject matter experts (SMEs) to ensure design consultant compliance with DEN design requirements.
- vi. Outside Agencies: Provide assistance as requested regarding interactions with state, federal and local regulatory agencies, such as:
 - a. Interpretation of regulations
 - b. Reviews of pending legislation and/or regulations
 - c. Scheduling of actions necessary to receive approvals
 - d. Preparation of permit applications
 - e. Follow-up to obtain prompt approvals
 - f. Preparation of all necessary correspondence
- vii. Contract Preparation: Assemble and prepare complete construction documents (including plans and specifications prepared by others) for bid purposes or for a Task Order, On Call Construction contract.
- viii. Site Investigation: Coordinate and schedule comprehensive site investigation services. Identify and report on constraints.
- ix. Cost Estimation: Prepare and/or review estimates prepared by others and assist in developing estimates.



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- x. Construction Management Plan: Develop and/or assist with preparing a written, project specific quality control/quality assurance plan detailing all the specific measurable goals to be achieved during construction when required for projects funded by the FAA.
- xi. Scheduling: Review schedules and milestones prepared by others and assist in developing a final schedule.
- xii. Value Engineering/Constructability Reviews: Provide constructability and value engineering reviews at the request of the AIM DEV Facilities or Infrastructure Director.
- xiii. Bid and Award: At the direction of the appropriate Director, assist in conducting pre-bid conferences, site visits, pre-construction meetings and preparing and distributing minutes of such. Coordinate communications related to bidder inquiries; seek resolution from the appropriate party and forward responses to DEN Technical Services. Review and comment on addenda. Evaluate bids, provide technical analysis and provide recommendation of award to the AIM DEV Facilities or Infrastructure Director.
- xiv. Permit Compliance - Review permit requirements for the project and coordinate with other AIM personnel to be sure all specific requirements are being met and are in place to allow projects to meet their designated schedule dates.
- xv. Cost Control: Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- xvi. Requests for Information/Design Revisions/Contract Change Orders: Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- xvii. Submittals/Shop Drawing Review: Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- xviii. Inspection and Special Inspections: Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xix. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, review and plan for the contractor(s)' final testing and start-up of utilities, operational systems and equipment. Additionally, participate in and facilitate commissioning meetings, issues lists, and



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- review/comment/editing of installation and performance verification checklists.
- xx. Contractor Payments: Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted monthly. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.

3.4 BUILD PHASE

- A. During the Build or construction phase, AIM DEV has overall responsibility for achieving the successful construction and turnover of projects. AIM DEV manages the necessary construction and material procurement contracts to complete the project. AIM DEV extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN.
- B. Services which may be required of the consultant during the Build phase task order may include but are not limited to:
- i. Project Oversight: Monitoring and assuring compliance of the contractor's work and assist in the coordination of the work with the day-to-day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.
 - ii. Meetings: Participating in weekly project status meetings at which the AIM DEV Facilities or Infrastructure Director, Supervisor, Project Support Estimator or Scheduler, designer, project manager and others can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis, if necessary, as determined by the AIM DEV Facilities or Infrastructure Director. Project Managers will schedule and conduct weekly meetings with the project manager for each of the prime trade contractors and keep and distribute minutes of such meetings.
 - iii. CPM Scheduling: Reviewing and commenting on contractors' submitted CPM schedules and updates. They will also coordinate with and assist AIM DEV's project support staff from the PMO in maintaining up to date schedule data.
 - iv. Reports: Providing consistent and coordinated reporting and administrative documentation. Providing accurate and detailed project records using AIM DEV's electronic systems and prepare reports that may be required in the format and frequency requested by the AIM DEV Facilities or Infrastructure Director.
 - v. Permits: Ensuring that all required permits are obtained for assigned projects, including permits required for DEN or the contractor. Monitoring contractors' conformance to permit requirements. Identifying permit activities in the project schedule.

**AIM DEVELOPMENT****INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES**

- vi. **Cost Control:** Using AIM DEV's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs to provide periodic project cost forecasts at least monthly and maintain an estimate at completion to advise the AIM DEV Facilities or Infrastructure Director of project budget status.
- vii. **Requests for Information/Design Revisions/Contract Change Orders:** Using AIM DEV's project management electronic system, track, review and process RFIs, design changes and COs. Construction documents shall be reviewed and responded to in a timely manner. PMs will negotiate change orders, with final terms and conditions subject to the AIM DEV Facilities or Infrastructure Director's approval.
- viii. **Ensure the contractor utilizes the specified field-oriented software to record required asset data for all DEN assets in compliance with the DFI DSM within five working days of the installation of each identified asset.**
- ix. **Submittals/Shop Drawing Review:** Using AIM DEV's procedures for the tracking and approval of submittals, shop drawings and material samples, assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- x. **Contractor Payments:** Reviewing and evaluate contractors' requests for payment. Pay applications are typically submitted on a monthly basis. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.
- xi. **FAA Payments:** Assisting DEN staff and/or prepare the necessary documentation to be submitted with reimbursement requests from DEN to the FAA for grant(s) tied to the funding for the project when applicable.
- xii. **Potential Claims/Disputes:** Notifying the AIM DEV Facilities or Infrastructure Director upon receipt of notification of a potential claim or dispute. The PM will investigate circumstances and recommend merit or resolution to the AIM DEV Facilities or Infrastructure Director. Maintaining files on each potential claim or dispute, resolved and unresolved.
- xiii. **Airport Security:** Coordinating and reviewing with Airport Security, existing terminal and airfield construction security procedures and ensuring adherence from Consultants' and construction contractors' personnel.
- xiv. **Inspection and Special Inspections:** Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirements and staffing with the AIM DEV Facilities or Infrastructure Director.
- xv. **Monitoring and overseeing the work of contractors and the quality of materials installed to determine compliance with the contract documents**
- xvi. **Reviewing and ensuring that the work is completed as outlined in the project's Construction Management Plan and Contractor's Operational Safety Plan. The PM will document and report deficiencies to the contractor and the AIM DEV Facilities**



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- or Infrastructure Director.
- xvii. Cooperating fully with officials of DEN and other agencies (Federal, State, and/or Local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s). All corrective actions by the contractor will also be documented.
 - xviii. Ensuring project inspectors perform their contractual responsibilities and reporting without assuming the contractor's obligations pertaining to means, methods, quality and progress of work or safety.
 - xix. While collaborating with contractors, will coordinate all required material quality assurance and acceptance testing as required by contract documents and the FAA, with the Consultant operating the DEN material testing laboratory. PMs will ensure that all required test reports for a project are received and that any required corrective actions are taken. Reports may include but not be limited to:
 - a. Executive Summary
 - g. Previous period of testing activities
 - h. An updated listing of failed tests
 - i. An updated listing of retests
 - j. An updated listing of retests that have passed
 - k. All finalized test reports for an identified period
 - l. A concise listing of all test locations, lots and sublots
 - m. An original copy of the field and laboratory test reports for individual tests
 - xx. Project Site Documents: Maintaining project site records in accordance with established AIM DEV guidelines (electronic and hard copies as directed) such a record copy of all contracts, drawings, specifications, addenda, contract change orders and other modifications, in good order, and in addition, approved shop drawings, product data, samples and similar required submittals. For FAA funded projects maintain all records identified by the projects Construction Management Plan including required acceptance test records. Upon completion of a project, the complete set of records is delivered to the AIM DEV Facilities or Infrastructure Director.
 - xxi. Commissioning and Test Systems: Along with representatives of the Designer of Record and DEN's commissioning agent, schedule and observe the contractor(s)' final testing and start-up of utilities, operational systems and equipment.
 - xxii. Punchlist: Upon substantial completion of the contractors' work, prepare, jointly with the contractor(s) and designer(s), a list of incomplete or unsatisfactory items and a schedule for their completion. The PM will monitor the correction and completion of the work. The PM will assist the AIM DEV Facilities or Infrastructure Director in conducting inspections to determine if the work is substantially complete.
 - xxiii. Completion: Securing and transmitting to the AIM DEV Facilities or Infrastructure



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- Director warranties and similar submittals required by the contract. Deliver all keys, manuals, and overstock materials where designated by the AIM DEV Facilities or Infrastructure Director.
- xxiv. Record Drawings: Monitoring the maintenance of record drawings by the contractors. Determine that record drawings are complete and accurate and transmit approved record drawings at the direction of the AIM DEV Facilities or Infrastructure Director for preparation of as-built drawings. Monitor finalization of as-built plans from the record drawings, for AIM DEV Facilities or Infrastructure Director's acceptance and approval. Ensure compliance with all DFI DSM requirements.
 - xxv. Claims/Disputes: At the direction of the AIM DEV Facilities or Infrastructure Director, assemble pertinent background information, analyze the merits of any claim or dispute, and recommend to the AIM DEV Facilities or Infrastructure Director merit or entitlement, if any. Prepare estimates of entitlement, if appropriate, and assist the AIM DEV Facilities or Infrastructure Director in negotiating settlement.
 - xxvi. Final Inspection and Acceptance by the FAA (when applicable): Conduct a final walk through of the project with the local FAA ADO representative. Assure that if there are any deficiencies noted that they are expeditiously corrected.

3.5 CLOSEOUT / OCCUPANCY PHASE

- A. The successful operationalization and turnover of an AIM DEV project is critical to the operational continuity of DEN. During closeout and occupancy of a project, various inspections, demonstrations, testing, commissioning, or verification activities are required. Project activities in this phase are predominantly completed by DEN staff, however from time to time the Consultant may be requested to provide some or all of the following services:
 - i. Asset management – Coordinate the transfer of data from the project to DEN's Asset Management section. This includes as-builts, permits, warranty information, training materials
 - ii. Closeout Support - PM teams will monitor contract closeouts to ensure receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment. Prepare and process certificates of final inspection/acceptance, certificates of completion where required, and final payment releases. Recommend closeout of the contract and final payment after determining that all contract requirements have been satisfied.
 - iii. Assist in the execution of warranty work.
 - iv. FAA Project Close Out Report (when applicable)- The PM team will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The close out report will include but not be limited to: a final test and quality control report documenting the results of all tests



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material.

3.6 REPORTING AND DOCUMENTATION

- A. Within 48 hours upon a request from the Senior Vice President and/or an appointee, the Consultant shall provide a staff utilization report for any or all tasks under this contract. The report shall include, but is not limited to staff names, staff project position title, DEN Project/task Name, Consultant hours allocated to each task per RFP, Consultant hours billed on each task, estimated hours for completion of each task, and staff vehicle assignments.
- B. All project photographic documentation shall be performed with a GPS enabled camera with adequate flash for the environment. Cell phone cameras are not acceptable equipment for confined or interior space documentation.
- C. The Consultant must provide a cloud-based electronic field documentation platform accessible to all field staff. The Consultant shall submit samples of the daily work product to the Senior Vice President and/or an appointee for review and approval prior to use on any task. The platform must have the following features and Consultant shall propose any platform for use for approval by the Director of Infrastructure or Facility Projects:
 - i. Capability to export field documentation (daily reports, issue logs, test documentation, etc.) into Primavera Unifier as a direct integration or PDF attachment.
 - a. List data such as Issue and deficiency logs shall have the capability of direct export in CSV or spreadsheet format.
 - ii. Capability to import assets from Revit models, including equipment tags and metadata
 - iii. Issue tracking system, including:
 - a. Issue logging with user administration
 - b. Issue details, including assigned party, due date, associated equipment/materials, and comments
- D. The consultant shall audit the performance of Project Managers on a quarterly basis or as requested by a Senior Vice President and/or an appointee. The intent of the audit is to ensure staff are performing to the requirements of this contract and that they are verifying that all aspects of work are following the Project Contract Documents. Provide a report of the Audit to the Senior Vice President and/or an appointee for review. The report shall contain at a minimum:
 - i. Project Managers audited
 - ii. Name of Project audited
 - iii. Details of audit procedures
 - iv. 360 feedback from DEN staff and Consultant Staff



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- v. Errors and omissions identified
- vi. Corrective actions taken and additional training needed

4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

4.1 GENERAL

- A. Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Vice President and/or an appointee, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM DEV goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).
- B. The Consultant agrees that they shall provide no services until directed by the AIM DEV Facilities or Infrastructure Director as evidenced by a signed and dated Notice to Proceed (NTP), and that the AIM DEV Facilities or Infrastructure Director may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full time or part time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof.
- C. The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Vice President and/or an appointee prior to commencing their duties under this Agreement, and DEN reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Vice President in his/her discretion directs. The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as-needed basis
- D. AIM DEV has project management teams to manage various projects within the facilities and infrastructure groups. These teams are integrated teams that can consist of personnel from the City, this Consultant, and the other Consultant(s). The assigned Project Manager will have overall responsibility for the assigned project team. They will follow established lines of authority and standard communication procedures in order to assure that all measurable requirements for a project have been met and projects are successfully completed. For all project-related activities (not consultant-oriented administrative activities), project team members, including the Project Manager, will be supervised and receive management direction from a DEN Supervisor.
- E. Prior to permitting any new person to commence work, the Consultant shall submit the names and qualifications of each person including their proposed hourly wage, for approval to the AIM DEV Facilities or Infrastructure Director. At the discretion of the AIM DEV Facilities or Infrastructure Director, the proposed person shall be made available for an interview.



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

- F. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the AIM DEV Facilities or Infrastructure Director. If the AIM DEV Facilities or Infrastructure Director instructs the Consultant to remove a staff member from an assigned project or task, the Consultant shall provide an equally or greater qualified individual as a replacement and will remove the requested individual from the task or project within two weeks.

5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

5.1 PERSONNEL

- A. The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by an individual, who shall be the operational point of contact (POC) with the AIM DEV Facilities or Infrastructure Director. The Consultant's personnel shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work.
- B. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The AIM DEV Facilities or Infrastructure Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN.
- C. When requested by AIM DEV, the consultant will make existing or new proposed staff available for interviews, reviews of credentials or experience, or to otherwise have qualifications or abilities to execute specific projects assessed by AIM DEV.
- D. The Consultant agrees that all personnel provided are to perform services under this Agreement and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Vice President reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements.
- E. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount up to 5% of such invoices, excluding reimbursable expenses incurred by subconsultants. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of this Agreement are set out on Exhibit C attached hereto and incorporated herein.

- F. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with Exhibit E.

6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

6.1 GENERAL

- A. The Consultant will provide all equipment and tools deemed necessary by the Senior Vice President and/or an appointee for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations. DEN will not provide equipment deemed necessary for the Consultant's personnel to perform their assigned job duties for assigned projects with the exception of access to DEN networks and software as applicable.
 - i. As a standard, DEN will not provide equipment such as on-site computers, tablets, hand tools, testing equipment, and copy machines, however these items may be provided on a provisional or temporary basis as needed and as determined by the AIM DEV Facilities or Infrastructure Director. DEN may also provide flexible office space such as drop-in desks, office supplies, and parking as needed at the determination of the Directors or Senior Vice President. Costs for proposed workspaces shall be included in the Consultant's overall multiplier and may be requested to be identified on the project-specific task order proposal by the Senior Vice President and/or an appointee.
- B. Vehicles and electric powered carts shall be provided, when necessary, by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Vice President and/or an appointee as required by each project task order. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the Senior Vice President and/or an appointee. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles used on the airfield in movement areas will need to be equipped with high intensity light bars and vehicle installed radios for communications with DEN Operations and FAA. These devices shall be approved by the Senior Vice President and/or an appointee and meet the current requirements of DEN



AIM DEVELOPMENT

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

Operations and the FAA for communication with the Ramp and/or Air Traffic Control Tower(s). Vehicles shall also meet all DEN, FAA, TSA requirements, and permits to access the areas required for the performance of the task order work. These areas include but are not limited to the airfield runways, taxiways, aprons; landside roadways, parking areas, terminal, concourses, revenue-controlled areas, and tunnels. All costs related to the vehicles and carts meeting these requirements shall be included in the overhead multiplier. Those vehicles and vehicle costs proposed to support staff shall be identified on each project-specific task proposal.

- C. The Consultant shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.
- D. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.
- E. Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bag, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.
- F. The consultant shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

7 REFERENCED FORMS/DOCUMENTS

#	Name
EXHIBIT - D	Task Order Proposals and Execution Process
EXHIBIT - E	Scheduling, Progress Reporting, Invoicing, and Correspondence Control

END OF EXHIBIT

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

Proposers shall undertake a detailed review of the Attachment 5, Sample Agreement and submit with their proposal a list of all questions, issues, or modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best proposer. Proposers are strongly advised to seek legal counsel prior to preparing such a list. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues.

Attachment 5 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

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 1, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

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

Please visit the DEN BidNet Website at the following link:

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

This link contains such services and information as:

- 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 may include:
 - a. Plan holder's list
 - b. Pre-Proposal/Pre-Bid Conference attendee list (if mandatory)
 - c. Questions and Answers

Incidental project information listed in item D (above) will only be available online 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 rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

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

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

III-9 Confidentiality of Records

Documents submitted 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. Proposer 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 and Women-Owned Business Enterprise (MWBE) Participation

The City is committed to advancing its vision of historically underutilized multicultural business equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which shall include certified small, minority, and women-owned businesses (as used in this document, historically underutilized multicultural business and small, minority, and women-owned businesses shall have the same meaning). As stated previously in the City's Values Statement, the City will provide significant contracting opportunities among these businesses and ensure they benefit from the contract. Aligning with the City's Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, minority, and women-owned business community, this contract's historically underutilized multicultural 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. The City believes the utilization of these businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice. Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred as the "MWBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and will be incorporated into any agreement entered as part of this selection process. Under the MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals for expenditure on construction, reconstruction, remodeling, professional and design work performed for the City and County of Denver. The participation goal is stated in the Request for Proposals bound herein.

To comply with the submittal requirements, a Commitment to MWBE Participation Form, 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and an MWBE EDI Plan must be submitted. The execution of the contract will be conditioned on an Approved MWBE EDI Plan by DSBO.

1. Failure by the Contractor/Consultant awarded the contract to comply with MWBE Ordinance requirements and its accompanying Rules and Regulations during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO. If a Proposer is participating in a joint venture with a certified MWBE firm, submit the firm's Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal**. The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the MWBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Proposer shall submit completed DSBO Form entitled: Commitment to MWBE Participation and 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The proposer 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 firms that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply curing the life of the contract.

The MWBE EDI 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). The City will review and score each proposer(s) submitted MWBE EDI Plan. The list of elements that need to be addressed are outlined below in Section IV-3.2: Equity, Diversity, and Inclusion Plan. The selected proposer(s) shall collaborate with the City's DSBO on an approved MWBE EDI Plan. Upon Approval by DSBO of the Proposed MWBE EDI Plan, the Proposed MWBE EDI Plan shall be referred to as the "Approved MWBE EDI Plan." Thereafter, the contractor/consultant is required to prepare and submit to DSBO an updated MWBE EDI Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE EDI Plan and the contents within such plan.

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@flydenver.com with specific questions related to compliance with this ordinance.

III-12 Certification of Independent Price and Work Determination

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

- a. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and
- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

- d. 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 or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
 3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.

4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in 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 **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at:

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

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

III-24 Wage Ordinances

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20 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 and email AIMDevConflicts@flydenver.com using the form located at Attachment 1, Part 4 Conflict of Interest.

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

III-26 Collective Bargaining Agreement

An unknown percentage of the Qualified Workers, as defined by Executive Order 136, are covered by a collective bargaining agreement with the existing contractor. The City and County of Denver is not a party to the collective bargaining agreement, nor does it have an ordinance or policy requiring the successful proposer to enter into a collective bargaining agreement.

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 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

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

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

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, table of contents, or DEN-required forms.
- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal

IV-3 **Proposal Narrative Contents**

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

Cover Letter

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

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

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

1. Cost Effectiveness

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team's philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer's process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract MWBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results. Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective. Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

2. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)

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

The Proposer shall describe how EDI has been promoted internally and rooted within their company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

Proposer's response should include, but is not limited to:

- A. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the MWBE EDI Plan, specifically:
 - a. B2GNow (Small Business Certification and Contract Management System) User,
 - b. Project Manager(s),
 - c. Controller,
 - d. Superintendent (if applicable), and
 - e. Outreach/Community Engagement Coordinator (if applicable).
- B. MWBE Utilization Strategies. Describe the strategies and tactics Proposer is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.
- C. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to MWBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the MWBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and sponsor to provide assistance and/or guidance to small businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- D. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- E. Communication and Vendor Management. Describe the communication strategies and assistance Proposer is and will use with MWBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.

- F. **Past Performance.** Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both businesses and communities that they serve. Describe times when Proposer has been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with an MWBE firm (i.e., joint venture, performing as a subcontractor to an MWBE etc.), technical assistance, access to capital platforms and community outreach.
- G. **Proposer's Culture.** Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- H. **Future Initiatives.** Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.
3. **Understanding the Project**
Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.
4. **Proposed Work Plan and Approach**
Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.
- In addition, describe the Proposer's existing project management control methods and progress reporting systems. Any products obtained from the Proposer's systems must be in a format which shall allow direct input into DEN's Microsoft Excel and Microsoft Word systems.
5. **Key Personnel and Ability to Respond**
Prepare an organizational chart which identifies the Proposer's and subcontractor's (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11" x 17" if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.

Describe the Proposer's current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor.

The Exhibit B Core Staff Labor Rates is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Exhibit B is to be submitted as a separate electronic file.

6. Company Experience & 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 shall 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

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.

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked proposers for 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-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

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

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Bill Poole, – 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 May 24, 2022, for RFP NO. 202262947, 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 1, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

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

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

Attachment 1, Part 4 Conflict of Interest

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

If no conflict of interest exists in accordance with III-25, please sign affirmation statement.

The undersign affirms that _____ (Proposer) does not currently have existing contracts with the City for work at DEN, including any contracts held by Proposer’s parent, affiliates or subsidiary corporations, that might create a conflict of interest if this contract is awarded to Proposer.

Signature _____

Title _____

Print Name _____

Date _____

If disclosure of potential conflict(s) of interest is required in accordance with III-25, please use the following space to provide information. If Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it or others could take to mitigate the conflict. If additional space is needed, please attach additional pages.

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Attachment 1, Part 5 MWBE 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.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. 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:	

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:	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:		

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:		

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 2, 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. October 2018)
 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.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VIII. ATTACHMENT 3, 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 and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: ContractAdminInvoices@flydenver.com

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

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:

Contractor 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:

Contractor 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 Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance – Business Personal Property:**
Contractor is solely responsible for any loss or damage to their business personal property or personal property of its employees and subcontractors, including, without limitation, furnishings, materials, tools, and equipment. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Cyber Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
7. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if applicable), Contractor'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 (excluding Professional Liability, if applicable), Contractor'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.

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

X. ATTACHMENT 5, 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 integrated project management support services; and

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

WHEREAS, Consultant’s proposal was selected for award of the Integrated Project Management Support Services (IPMSS) – Infrastructure Project (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:

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

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

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

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

E. Time is of the Essence. 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.

F. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the CEO. 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.

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

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

iv. 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).

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

G. Personnel Assignments.

i. 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") unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its

sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. 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.

iii. 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 such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), 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 personnel, as applicable.

iv. 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 this Agreement.

3. 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 the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by 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 Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and

shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for up to two (2) one (1)-year options to extend, 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 Amount stated below.

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

C. Suspension and Termination.

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

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

iii. 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.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), 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 Section 4 (C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO 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 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), 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 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement or any Task Order, 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 breaches this Agreement, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Thirty Million Dollars and Zero Cents (\$30,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. 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 Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

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

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay 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*.

i. 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.

ii. 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 Director or their authorized representative.

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

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

I. Carry Over. If 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 determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is thirty-five percent (35%).

ii. Under D.R.M.C. § 28-68, 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 agreement modifications, or as otherwise described in D.R.M.C. § 28-70, Consultant acknowledges that:

a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. 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 agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, 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 D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, 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 D.R.M.C. § 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. Prompt Pay of MWBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Consultant to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

C. 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, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

i. 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.

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

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

iv. 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.

v. 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.

D. City Minimum 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 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.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect 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, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are attributable to the negligence or fault of Consultant or 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 the 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 the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. 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.

9. DISPUTES:

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

10. GENERAL TERMS AND CONDITIONS:

A. Status of Consultant. Parties agree that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that 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. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Consultant hereunder.

C. Compliance with all Laws and Regulations.

i. 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.

ii. 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.

i. 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.

ii. Pursuant to Section 8, 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.

i. Notices 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

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

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

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 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.

i. 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.

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

R. 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.

S. 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.

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

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

iii. 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.

iv. 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.

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

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

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 their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. 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.

i. 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.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise 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.

i. 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. 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.

ii. 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, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, 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.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of 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.

i. 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.

ii. 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.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given 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.

iv. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work 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 their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

ii. The Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

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

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also

terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a 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.

iii. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

12. 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 DEN’s Security Office.

13. 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.

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix: 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 to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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
 Section 1 through 16 hereof
 Exhibit A
 Exhibit B
 Exhibit C
 Exhibit D
 Exhibit E
 Exhibit F

16. 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 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:

1. **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.
2. **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 D

PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS



AIM DEVELOPMENT

Integrated Project Management Support Services

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. Denver International Airport also consists of Runways, Taxiways, Roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains professional 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 services may include but are not limited to 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 systems additions, improvements and modifications at Denver International Airport.
- 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 used in this Agreement means all the work associated with managing the request for proposal preparation; preparation of design and construction documents, plans, specifications and estimates; and construction administration for all professional services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.
- 1.2.4 Should there be any conflict between this exhibit and the Scope of Work (Exhibit A), Exhibit A shall take precedence.

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 services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria,



AIM DEVELOPMENT

Integrated Project Management Support Services

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 are referenced in Exhibit A, which will be issued with a Task Order Request for Proposals.

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 (PS-02) for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for 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 are not guaranteed to 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 sub-consultants.
 - 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.
 - 2.2.2.4 Identification of a time and materials, not to exceed fee.
Fees for proposal preparation will not be reimbursed.

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 schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 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.



AIM DEVELOPMENT

Integrated Project Management Support Services

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.

2.6 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 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 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 sub-consultant 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.



AIM DEVELOPMENT

Integrated Project Management Support Services

- 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 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 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 Notice to Proceed. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 5.1.2 Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of AIM Development or the designated DEN representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

5.2 ADDITIONAL SERVICES

- 5.2.1 Changes to the scope of work initiated by the SVP of AIM Development or 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 schedule relief.
- 5.2.2 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 time and materials, not to exceed fee proposal that includes the following:



AIM DEVELOPMENT

Integrated Project Management Support Services

- 5.2.2.1 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.
- 5.2.2.2 A completed Task Order 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 additional scope of work.
- 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 Additional Services Authorization (see Form PS-06). 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 written form PS-26) and Final Statement of Accounting (see form CM-93).
- 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-F	Fee Proposal Spreadsheet
PS-02	Task Order Request for Proposal
PS-05	Request for Proposal for Additional Services
PS-06	Additional Services Authorization (for Design)
PS-09	Final Lien Release – Professional Services
PS-26	Professional Services Affidavit of Completion Letter
CM-93	Final Statement of Accounting

END OF EXHIBIT



EXHIBIT E

PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL

Revised: May 2022



AIM DEVELOPMENT

Integrated Project Management Support Services

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 one Task Order per Invoice. Invoices for each project shall be combined into a single monthly invoice package with overall % complete of approved fee indicated on an invoice summary table. The acceptable format for this invoice package is a hyperlinked pdf file for easy navigation.
- 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 PROGRESS PAYMENT MEASUREMENT

- 2.1 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.
 - 2.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor and vehicle-hours expended for the period invoiced to perform a Task Order. Each invoice shall contain a table of costs and hours by employee, which shows actuals, projected (or proposed), % complete of projected (or proposed) and percentage remaining.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects on a time and materials basis, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.



AIM DEVELOPMENT

Integrated Project Management Support Services

- 3.2 The employee labor data (company name, employee name, hourly rate and number of hours) on each invoice shall be submitted and correspond to the specific Task Order.
- 3.3 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.
- 3.4 A DEN representative will review the invoices and notify the Consultant if s/he disagrees with the invoiced progress. The Consultant and DEN representative will meet within fourteen (14) days after receipt of the invoice to discuss the disagreement. The DEN representative shall have the authority to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.5 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:
- 3.5.1 A current Certificate of insurance providing levels of protection required per Prime Agreement.
- 3.5.2 Signed subconsultant agreement(s)
- 3.5.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
- 3.5.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
- 3.5.5 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.
- 3.6 Monthly Invoice Narrative: The Monthly Invoice must contain a project narrative describing the work completed during the period of work represented by the invoiced hours and costs. Failure to submit the Monthly Invoice narrative (or any requirement in this Exhibit) may be cause for rejection of the invoice until requirements are fulfilled.
- 3.7 Final Close Out Invoice: Submission of a Final Close Out Invoice indicates Consultant agreement that, in consideration of payments made for authorized changes, the Consultant shall release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Consultant, its subconsultants, suppliers, or 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 referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN representative.



AIM DEVELOPMENT

Integrated Project Management Support Services

4 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 4.1 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 Director. DEN is not obligated to grant any schedule or cost changes or increases.

5 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD

- 5.1 All allowable general and administrative overhead expenses (indirect costs) 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.
- 5.2 Indirect costs are the general and 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:
- 5.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 5.2.2 Supplies&Equipment:Office, drafting, engineering copying, postage, freight, surveying, vehicles, computer drafting and drafting and graphics, computers, software.
 - 5.2.3 Maintenance and Repair: Office equipment, survey & testing equipment.
 - 5.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 5.2.5 Taxes: Personal property, state & local taxes, real estate (state & federal income taxes excluded).
 - 5.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 5.2.7 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.
 - 5.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for proposal including personnel costs and costs for office supplies.
 - 5.2.9 Other Indirect Costs: Training, technical seminars, library, financial and legal costs, employment fees and recruiting costs.
- 5.3 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 and social functions, state and federal income taxes, fines and 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.



AIM DEVELOPMENT

Integrated Project Management Support Services

6 EXPENSES

- 6.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 6.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 6.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Senior Vice President 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.
- 6.4 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 Senior Vice President 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 Senior Vice President or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 6.5 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 6.6 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 Senior Vice President or his/her designee.
- 6.7 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 Senior Vice President or his/her designee.
- 6.8 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 6.9 Project Field Office and Equipment: Includes utilities, rent, communications systems, furniture, fixed equipment. All expenditures for this category must be pre-approved by the DEN Senior Vice President or his/her designee before costs are incurred or submitted for reimbursement.



AIM DEVELOPMENT

Integrated Project Management Support Services

- 6.11 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage freight, field vehicles, computer drafting and graphics, computers, all software/license fees.
- 6.12 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).
- 6.13 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 change 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.

7 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 7.1 DEN Project Manager Discretion
- 7.1.1 All requirements in this section may be modified by the AIM Senior Vice President or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 7.2 Prior to Commencement of Work - Submittals Required
- 7.2.1 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
- 7.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign and electronic copy of the employee's signature.
- 7.3 Monthly Submittals
- 7.3.1 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 7.4 Submittals Required - After Task Order Request for Proposal
- 7.4.1 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.
- 7.4.2 Project Management Proposal inclusive of work schedule, costs, staffing and other additional requirements as defined by the AIM Development Senior Vice President or his/her designee.
- 7.4.3 Refer to other Exhibits of this Agreement for additional requirements.



AIM DEVELOPMENT

Integrated Project Management Support Services

8 REFERENCED FORMS

Form #	Name
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval 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 6, 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.



Denver International Airport

Request for Proposals

INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) – INFRASTRUCTURE

No. 202262947 • July 6, 2022



SUBMITTED BY

CIVIL TECHNOLOGY INC.

ATKINS

AECOM

CIVIL INNOVATIONS LLC

JVIATION
A WOOLPERT COMPANY



OGX

RockSol
Consulting Group, Inc.

MIRIAM SCOTT LONG
STRATEGIC ADVISORS

Sunland GROUP



San Engineering LLC
Civil and Structural Engineering

TRIUNITY

TABLE OF CONTENTS

	Page
Table of Contents.....	i
Cover Letter.....	ii
Proposal Narrative	
› 1. Cost-Effectiveness.....	1
› 2. MWBE Equity, Diversity and Inclusion Plan.....	3
› 3. Understanding the Project.....	7
› 4. Proposed Work Plan and Approach.....	11
› 5. Key Personnel and Ability to Respond.....	14
› 6. Company Experience and Qualifications.....	15
Suggested Revisions to Sample Agreement	27
Proposal Forms	
› Proposal Acknowledgement Letter.....	32
› Proposal Data Form.....	34
› Disclosure of Legal and Administrative Proceedings and Financial Conditions.....	37
› Conflict of Interest Form.....	39
› Form W9.....	41
› Certificate of Fact of Good Standing, State of Colorado.....	43
DSBO Forms	
› Commitment to MWBE Participation.....	46
› 1B - List of Proposed Subcontractors, Subconsultants and/or Suppliers.....	48
› Draft MWBE Equity, Diversity and Inclusion Plan.....	51
Diversity Survey	
› Diversity and Inclusiveness in City Solicitations (completed online and included herein).....	57
Financial Forms	
› Exhibit B - Submitted Online as a Separate Document.....	N/A
Resumes	



Alignment



Agility



Acuity

July 6, 2022

CIVIL TECHNOLOGY INC.

Ms. Diane Folken

Airport Office Building (AOB) | Denver International Airport (DEN)
8500 Peña Boulevard, Room 8810, Denver, Colorado 80249-6340*Submitted via BidNet to contract.procurement@flydenver.com*

ALIGNMENT



AGILITY



ACUITY

**Re: DEN Request for Proposals
Integrated Project Management Support Services (IPMSS)**

Dear Ms. Folken and Members of the Selection Committee:

Civil Technology, Inc. (CTI) is submitting this cover letter to state our ability, willingness, and commitment to enter into a contract with the City and County of Denver and DEN to provide the identified scope of work for the above-referenced Request for Proposals, No. 202262947.

CTI was founded in 1989 and has maintained headquarters in Denver’s Historic Five Points community. When we established our firm in Five Points, the area was nearly abandoned, desolate and unused. Three decades later, our unwavering commitment to progress and engagement has resulted in our community reflecting similar sentiments, fueling the transformation that has occurred. This experience informed us that we bear the responsibility of being a strategic partner to the communities in which we work. After more than 30 years working with the City of Denver—including successful program and project management services for iconic projects such as Denver Union Station and Transit Project, Stapleton Redevelopment, and the construction of DEN, CTI has embraced the DEN community and we maintain the same sentiment of being exceptional strategic partners, bridging the gap from today’s current operations, to achieving the vision of tomorrow. Accordingly, our pursuit of this proposal is not just a transactional exchange; *we have become stewards of the DEN community* through our long-standing relationships and we want to move to the next level. **Our pursuit of this opportunity is deliberate, meaningful, and focused.**

Similar to DEN, CTI is growing and operating under new leadership. We combine the perspectives of our seasoned industry experts with up-and-coming talent to develop a future that leverages advances in technology, mutually beneficial relationships with large and established firms such as Atkins North America and AECOM, and relationships with other MWBE firms. It is fortuitous, then, that CTI and DEN can accomplish our goals through our mutual and collective success.

CTI understands that as the region’s most significant economic engine, DEN is important to the City and County of Denver and to the entire state. DEN’s stated target is to be the airport that enhances the customer experience by exceeding the needs and desires of the traveler; to be the most innovative and greenest airport in the world, and solidifies DEN’s and the City of Denver’s place on the world map (for business and tourism opportunities). Additionally, DEN has stated how it wants to reach those goals: By powering our people; growing our infrastructure; maintaining what we have; expanding our global connections; addressing equity, diversity, and inclusion; and learning from continuous stakeholder input and feedback. **Please note the following key points that differentiate CTI from other bidders, illustrate our alignment with DEN’s goals, and confirm that CTI is the right team to meet your needs.**




Collectively, the CTI team has built over 1 million hours of familiarity at DEN. We know your infrastructure needs, utilities, safety requirements, security protocols, and operational priorities. In approaching this proposal, we believe that to merely assist in Growing DEN’s Infrastructure, is providing you insufficient return on investment and certainly insufficient return on opportunity. Instead, **we have assembled a team that is able to deliver all your requirements while supporting every Vision 100 pillar and meeting every Vision 100 guiding principle.** We will assist and support DEN in whatever ways are needed to ensure the DEN AIM team succeeds.

✓ **We Power DEN People** by supporting them with “jumbo capacity” including extensive access to best practices and state-of-the-art project management systems; advanced technology applications for asset management and life cycle planning; and unmatched institutional knowledge of existing DEN infrastructure, utilities, and systems.

✓ **We Grow DEN Infrastructure** by bringing you a team that has the agility of numerous highly qualified local MWBE firms supported by the depth and breadth of large, prime-experienced consultants. This enhances our ability to respond quickly with local consultants but also to be able to access subject matter experts worldwide. **CTI team members have touched almost every major project that DEN has delivered**, and in addition to providing you institutional knowledge, professional expertise, bench depth, and availability during a manpower shortage, we also bring a high project success rate that gives witness to the quality of our services.

- ✓ **We Will Maintain What DEN Has** by providing a team that is uniquely constructed to assist the **Define, Design, Build, and Closeout** phases by providing life cycle solutions that balance successful project delivery and maximizing asset management to minimize maintenance costs.
- ✓ **Expanding DEN Global Connections** is supported every time we successfully execute a project without negatively impacting airport operations. Projects expand DEN capacity, security, safety, and airport operations. Ultimately this enhances the customer experience by contributing to DEN’s ability to attract and retain new routes and providers.
- ✓ **Equity, Diversity, and Inclusion** is an area in which CTI has demonstrated a successful track record through its success as a subconsultant. **We are early supporters of the Justice 40 equity infrastructure initiative.** If given the opportunity as a prime for this contract, we envision, and are committed to, an even higher level of success. An example is the commitment of our proposed technology team who will provide mentorship for our MWBE partners and build their future capacity and capability in this important growth area.
- ✓ **Continuous Stakeholder Input and Feedback** is a guiding principle that we intend to support by serving as an example. We will develop and implement, over the course of the project, an application that allows DEN to have real-time, on-demand monitoring of progress and performance. We will supplement this with informal monthly and formal quarterly meetings that will provide a 360° look at our performance and level of service.

The illustration at right supports our belief in DEN’s path to Vision 100 and provides a visual roadmap of the role the CTI team will play in assisting DEN on the Vision 100 journey. The CTI team offers you:

-  **ALIGNMENT.** Our team shares DEN’s values, is specifically built to meet your needs, and is capable of delivering projects within an ecosystem of inclusive growth and shared prosperity.
-  **AGILITY.** We are your “Swiss Army knife,” providing a team has the depth and diversity of resources to meet any and all of DEN’s needs.
-  **ACUITY.** Our team brings a fresh, tech-savvy perspective and is committed to actualizing your Vision 100 goals.

CTI commits to the availability of our proposed key personnel identified herein to perform the work for the duration of DEN’s IPMSS contract. For questions or communication regarding contract award, I will serve as point of contact (principal-in-charge/authorized representative).

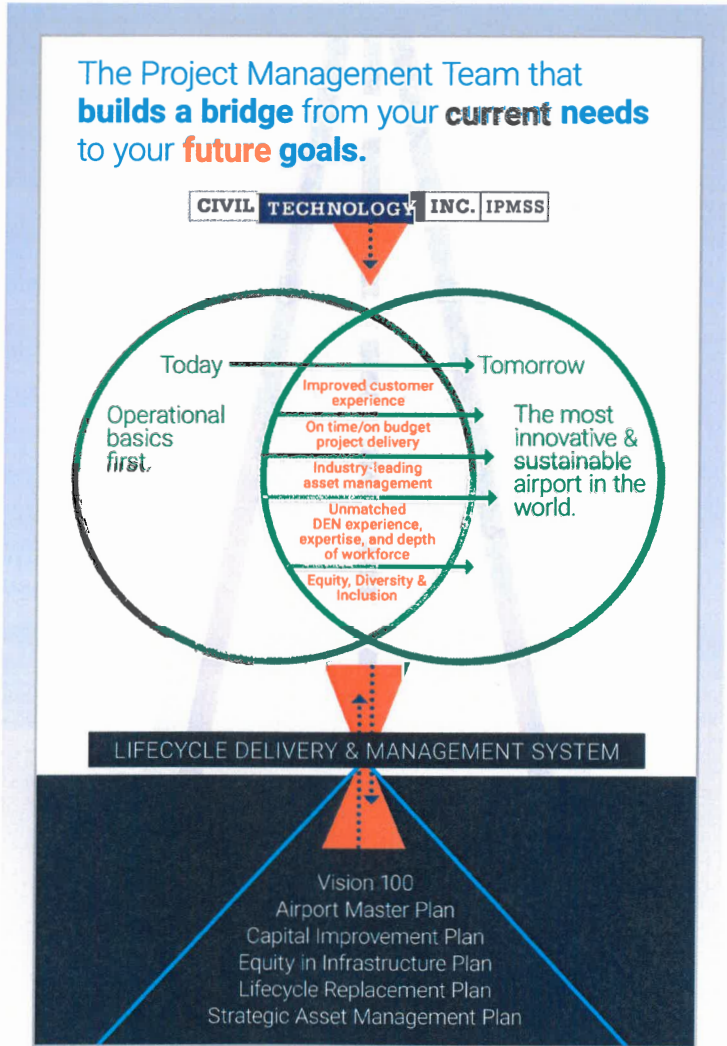
Our team strongly represents in spirit and by its actions the City’s values and procurement strategies to build communities by promoting economic equity. This includes building the capacity of its historically underutilized multi-cultural businesses, of which we are one.

Sincerely,
Sheila King

Sheila King, President | Civil Technology, Inc.
2413 North Washington Street | Denver, CO 80205
303.292.0348 x222 | sheila.king@civiltechnology.com
www.civiltechnology.com

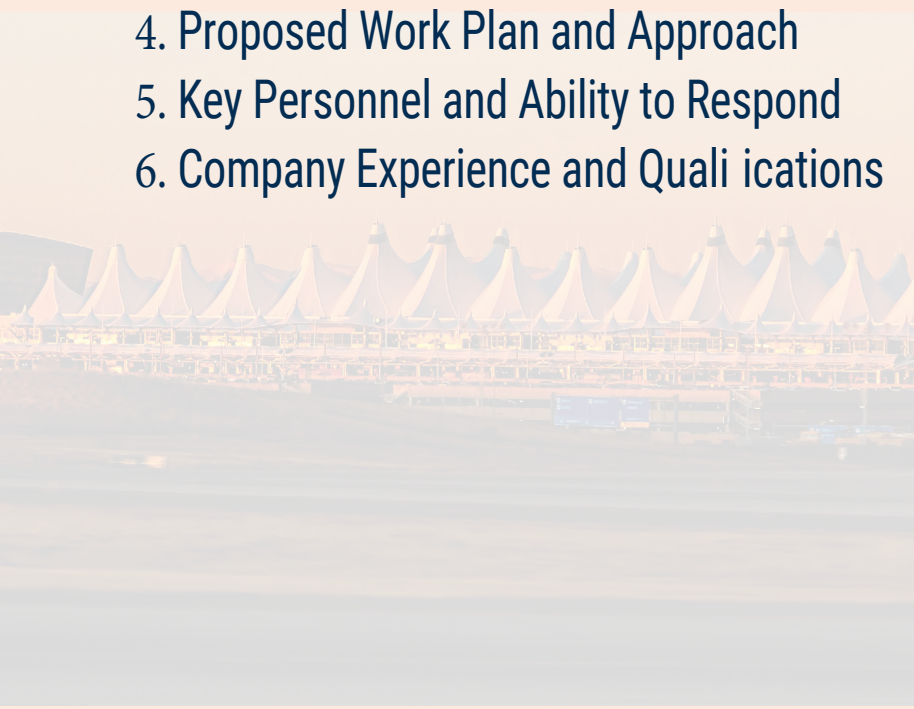
CTI’s Proposed Subconsultants

Atkins North America, Inc. | AECOM | JVIation | OGx Consulting | RockSol Consulting Group, Inc. | Civil Innovations, LLC
San Engineering, LLC | Sunland Group | MSL Strategic Advisors, LLC | Triunity Engineering & Management, Inc.



PROPOSAL NARRATIVE

1. Cost-Effectiveness
2. MWBE Equity, Diversity and Inclusion Plan
3. Understanding the Project
4. Proposed Work Plan and Approach
5. Key Personnel and Ability to Respond
6. Company Experience and Quali ications



Alignment



Agility



Acuity



Section 1: Cost-Effectiveness

Philosophy on cost-effectiveness and efficiency to help DEN meet the budget without compromising quality.

CTI brings to DEN's Airport Infrastructure Maintenance Division (AIM DEV) a group of aviation infrastructure industry experts and professionals with over 30 years of DEN experience who have consistently illustrated three foundational competencies: **Alignment, Agility and Acuity.**



In addition to our recent, relevant, and real-time experience on DEN projects, as well as projects with the City and County of Denver, the CTI team's multi-disciplined experts and professionals bring innovative ideas and approaches that will support cost-effectiveness and efficiency on AIM DEV projects. Our *philosophy* on cost-effectiveness and efficiency is quite simple, and boils down to **getting the project right the first time.**



One of the guiding principles of our philosophy regarding cost-effectiveness and efficiency is leveraging our wealth of knowledge and expertise to groom the next generation of talent through DEN's Center of Excellence and Equity in Aviation (CEEAA), a first of its kind in the aviation industry. **The CTI team is committed to building a stronger and more diverse project management consultant community that is aligned with DEN's Vision 100 goals, Equity in Infrastructure Project (EIP) and Justice 40 initiatives.** Our team is dedicated to implementing a structured mentoring program to pass along to the next generation the historical and institutional knowledge developed by our senior staff from CTI, Atkins, AECOM, OGx, and our other teaming partners. This approach reduces training and onboarding costs and creates a smooth transition of new, next-generation talent who are mentored with proven, cost-effective, and efficient techniques and procedures while still providing access to the seasoned resources on an "as needed" or significantly reduced basis.

Although the primary scope of the Integrated Project Management and Support Services contract is centered on the Design and Build phases of the project life cycle, it is clear to the CTI team that AIM DEV expects cost-effective support *in all phases* of the project life cycle. We propose that to be truly cost-effective, our team should participate in or perform in-depth reviews of relevant prior project activities and information in the Define, Design, Build, and Closeout/Turnover phases. This will allow our project managers and support staff to have a complete contextual understanding of project requirements and be able to provide efficient management support.

Our quality control philosophy to minimize errors and avoid re-work.

DEFINE: Our philosophy regarding quality control is inherent in our approach to minimize errors and rework, averting increased cost to the project. **We believe quality control and quality assurance begins with defining the project and its objectives.** The CTI team can support AIM DEV in coordinating meetings with stakeholders to determine what problems need to be resolved and what alternatives there are to resolve them. We have pre-built templates that can compare and review project alternatives and life cycle costs to determine **the best project solution** for DEN. Upon DEN's approval of the defined projects, **three cardinal themes must be followed: Budget, Schedule, and Quality** with quality having the most effect on the other two, and the most impact on getting the project completed correctly. Examples of how quality affects the entire project life cycle include all three phases of the project.

DESIGN. During the design phase, CTI's team of seasoned infrastructure/airfield design professionals will support AIM DEV in confirming that architects and engineers are in compliance with FAA, DEN, City of Denver, AHJ design requirements, and applicable codes and specifications while paying particular attention to cost-effective, high-quality construction standards and materials that will be specified for the project.

Likewise, our team can support AIM DEV in delivering prompt responses to submittals, RFI's, and potential change order requests that could delay the project and cause contractor cost claims.

BUILD. While no project management consultant should direct the means and methods that a particular contractor employs, we can advise AIM DEV when the contractor chooses means and methods that could compromise the quality of the work, give rise to potential claims for changes, delay the schedule, or prove more costly than the budget allows. Throughout the course of the project, CTI staff will assist AIM DEV in delivering a project that has been furnished with the equipment and materials as specified and approved by the contract documents.



The CTI team believes that having a host of senior-level professionals in airfield and infrastructure design, as well as experienced tradespeople with detailed field knowledge of best construction practices, is a key factor that separates CTI's team from the others. Recently, one of CTI's MEP quality inspectors, Dale Lancaster, clearly demonstrated CTI's commitment to quality during an inspection. Dale, while diligently performing his quality inspection duties, discovered a leak in a hot water main at DEN, which if not detected could have led to catastrophic damage to DEN infrastructure and further disrupted aircraft service.

CTI's professional asset managers, closeout experts, and document control professionals will assist AIM DEV in delivering complete project documentation and as-built drawings, that all project information has been properly incorporated into the asset management program, and that any required equipment training has been given to applicable DEN personnel. As with the previous phases, this effort will only use CTI team members *as needed* for their expertise and workload. Upon a phase completion or during periods of lower activity, we will reassess staffing needs in collaboration with AIM DEV management and reassign or demobilize personnel if needed. **Our goal is to partner our experienced PMs and appropriate subject matter experts with AIM DEV project leads in the most cost-effective manner without compromising DEN's standards and expectations.**

When the CTI team is notified of a proposed task order from AIM DEV, our **Principal Project Manager, Conrad Dawes**, will meet with the senior AIM DEV manager to be sure the CTI team has a thorough understanding of the expected scope and other relevant information. Conrad will then meet with appropriate members of the CTI team to develop a staffing plan for the task order. Once a staffing plan is complete, Conrad will again meet with AIM DEV management to discuss the scope of work, key staff assignments, anticipated cost, and schedule adjustment that may provide DEN cost savings.

Once any modifications are made and the task order scope is agreed upon and notice to proceed has been issued, the CTI team will immediately mobilize forces to complete the task order. The CTI staff, MWBE utilization status, and other key performance metrics will be loaded into the contract dashboard for AIM DEV oversight. If any questions arise regarding utilization or staff assignments, adjustments will be made to accommodate AIM DEV's concerns and ensure implementation of the most cost-effective approach to completing the task order.



The CTI team is mainly comprised of firms and individuals that have worked at DEN for many years and are familiar with much of the work previously completed at DEN. **The CTI team brings intimate knowledge of the analyses and reports developed in completing previous projects, and in many cases, members of the CTI team are directly responsible for this work.** This institutional knowledge will facilitate the cost-effective delivery of tasks without comprising the quality, accuracy, and validity of the work to be performed.



Value-added processes and procedures
As DEN leadership drives Vision 100 forward, DEN CEO, Phillip Washington, has placed significant value on becoming the first major airport in North America to achieve ISO 55000 Asset Management certification. To this end, we believe that CTI team is the right partner to help DEN

accomplish this goal by fulfilling two significant pillars within Vision 100 – “Growing Our Infrastructure” and “Maintaining What We Have.”

ALIGNMENT | ASSET MANAGEMENT



The CTI team brings **Alvin McBorrough** of **OGx**, who with his team, completed a top-down assessment of internal asset management practices at the strategic and tactical levels and took a bottom-up approach to gathering requirements for tools and technology for DEN.

One of the many competitive edges provided by the CTI team to reduce costs is the extensive use of consultants who are extremely well qualified and certified as MWBEs. In alignment with the language in the RFP scope of services, we have structured our team with a MWBE firm, CTI, in the prime role. The CTI team includes several other MWBEs who will be supported by Atkins and AECOM, two strong firms who have traditionally served in the prime consultant role.

THE CTI TEAM

MWBE PARTNERS

Civil Technology	OGx	Sunland
Civil Innovations	MSL	TriUnity
San Engineering		

Atkins | AECOM | JVIation | RockSol

Historically, local MWBE businesses tend to have much lower overhead and administrative costs than the larger national and international firms that perform major infrastructure projects. This cost savings, along with providing a multidisciplinary staff and personnel with extensive DEN experience, will significantly reduce costs of each task order and reduce the time from task order origination, to task order implementation.

Appropriate use of technology

Another area that enhances cost-effectiveness is the use of modern technology and tools to simplify recordkeeping, communications, staffing, and project status reporting. Our team brings hands-on experience with many of the software tools that DEN is currently using, including Oracle Primavera Unifier, Primavera P6, EPPM and Professional, Microsoft SharePoint applications, Textura, Revit, Power BI, and BIM 360 (examples, **Figure 1**). Atkins, in particular, brings a large and experienced team of IT professionals who can work with DEN staff to streamline the way these tools are employed. Additionally, the team will use project management tools such as RACI matrices and Project Management Plans to manage the delegation of work to the team members.

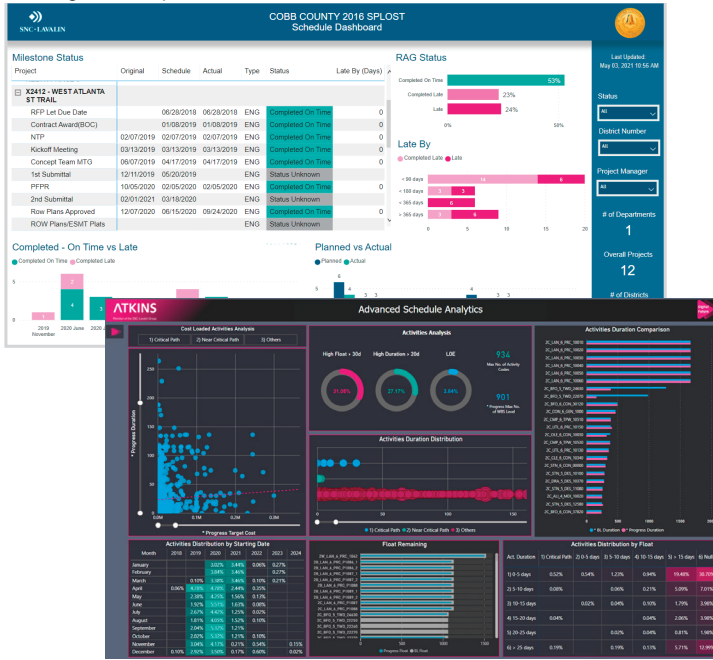


Figure 1. Sample scheduling dashboards

It is our intention to utilize, to the greatest extent possible, the technology that is already in place at DEN in an effort to minimize the cost involved with learning new technology. We intend, however, to propose new technologies to DEN for asset management and maintenance as those technologies are developed during this contract.

Section 2: MWBE Equity, Diversity, and Inclusion Plan

In the past, DEN’s MWBE participation requirements allowed CTI to “get a foot in the door” by serving as a subconsultant to larger firms. Now, through the process of developing this proposal, we have become partial to the view that **we have become the outcome that you are seeking to create.** We have developed a strong team bond with our teaming partners, Atkins and AECOM, and have full confidence that our firms’ shared commitment to meeting DEN’s goals will lead to our great success on this contract.



CTI has embraced a corporate growth philosophy that we refer to as E³ (E cubed). We hire exceptional people, demand an exceptional effort, and achieve exceptional results. This has allowed us to be the longest, continuous provider of construction management services at DEN. CTI knows the airport better than any other provider, positioning us with institutional knowledge that is essential to the success of DEN’s Vision 100.

CTI’s **E³ approach** has supported us in becoming the **longest, continuous provider** of construction management services at DEN.



CTI was also one of the early supporters of the federal government’s Justice 40 equity infrastructure program as an EDI initiative. We are also a participant in the Colorado Department of Transportation’s (CDOT) mentor/protégé program developing knowledge, skills, and abilities that prepare us for opportunities such as this one. As a protégé working with AECOM as our mentor, we have been actively utilizing this program to grow our capacity and capabilities. We have engaged Atkins as our first tier subconsultant to meld our diverse backgrounds into a common EDI vision and a singular EDI story.

Our two firms come from different life experiences regarding equity, diversity, and inclusion. The Atkins experience has a greater focus on supporting MWBEs while CTI’s experience has been as a MWBE working under non-MWBE primes. Our resulting common vision is that a combination of efforts working for, with, and as, an historically underutilized multicultural business might be exactly the kind of coordinated effort and resources needed to move the needle forward. Embracing this common resolve as our team-wide approach to EDI, we adopt an ancient saying:

“Individually we are one drop, but collectively we are an ocean.”

Under CTI, Atkins will leverage its outstanding track record in partnering with and supporting MWBEs throughout Denver and across Colorado. Through CDOT’s mentor/protégé program and similar capacity building opportunities, they have helped support the growth of firms such as TriUnity and San Engineering, and are pleased to be partnered on this opportunity with CTI. A strong supporter of Colorado’s chapter of Women in Transportation Services (WTS), Atkins’ engineer Rinal Chheda was recognized in 2022 as WTS Colorado’s Emerging Leader. Serving as Elevate Denver Bond Program Manager, Atkins supported the City’s Office of Economic Development (OED) in piloting its first Workforce Development Program. With more than half of the pilot’s projects funded by Elevate general obligation bonds, the Atkins-led program management office supported OED in its development of apprenticeship goals, communication to the community, and progression toward its current Denver Construction Careers Program.

a. Small Business Certification and Contract Management System: B2GNow

- › User: Sheila King (CTI), Subcontracts/EDI Management
sheila.king@civiltechnology.com 303.292.0348

b. Project Manager

- › Conrad Dawes (CTI)
conrad.dawes@civiltechnology.com 478.302.8986

c. Controller

- › Sheila King (CTI), President
sheila.king@civiltechnology.com 303.292.0348

d. Superintendent n/a

e. Outreach/Community Engagement Coordinators

- › James Ellis (CTI) *Lead*
james.ellis@civiltechnology.com 303.292.0348
- › Miriam Long (MSL Strategic Advisors)
miriam@mslstrategicadvisors.com 213.804.0223
- › Sheila King (CTI)
sheila.king@civiltechnology.com 303.292.0348
- › Abdul Shanwar (CTI)
abdul.shanwar@civiltechnology.com 303.292.0348
- › Scott Richrath (Atkins)
scott.richrath@atkinsglobal.com 720.737.5671

B. MWBE Utilization Strategies

While the *quantity* of MWBE participation helps to keep the doors open, **it is the quality of participation that grows our companies.**

CTI has extensive institutional experience and knowledge of the airport through our successful performance of work for DEN in our capacity as a subconsultant within a task order environment. This has helped to inform us that new and existing MWBE businesses can face a great deal of uncertainty regarding the extent of work and participation that they may receive. Understanding this perspective allows us to build in solutions that help minimize uncertainty. Though each situation will be different, **our baseline commitment is that while we will bring the best qualified staff to perform the work, our MWBEs will receive the first priority and this will be true on every task order.**



Should this commitment create a situation where one firm is getting more than their share of the work, CTI's Outreach Coordinator, James Ellis, will engage with Principal Project Manager, Conrad Dawes to arrange a more fair distribution

of tasks. The team member receiving the predominant portion of the work may then be tasked with mentoring an appropriate MWBE firm to ensure they can perform the work with equal competence on future task orders. We will always provide quality first and stand steadfast in supporting MWBE utilization as one of the many tools that we use to meet this commitment.

As a monitoring tool, our subconsultant, Atkins, maintains an MWBE dashboard for its work as the prime on several on-call contracts with the City's Department of Transportation & Infrastructure. For their on-call contracts received since 2018 (Elevate Bond Program, General Civil, and Program Management), they are exceeding its MWBE goals. In fact, for the contract with the highest goal, **Atkins has surpassed the 35% requirement for Program Management (Category 13) by providing meaningful roles to subconsultants who have performed approximately 50% of the work to date on that contract.**

C. Technical Assistance and Support Services

Within the framework of our team, each of us is responsible for the success of all of us as in our use of formal and informal mentoring. Both CTI and Atkins have been participants in formal mentoring through the CDOT mentor-protégé program. In the case of CTI, we are the protégé and have brought our mentor organization, AECOM, as a subconsultant to this project. We believe that combined with Atkins, this gives our team more depth and DEN-specific expertise than any other team and allows our team to exercise a level of critical mass regarding a knowledge of formal mentoring combined with a demonstrated willingness to engage MWBE's in a supportive and capacity-building relationship. While this contract requires 35% MWBE participation, we are committed to 53% participation exceeding the target of Justice 40. We believe that while the quantity of participation helps to keep the doors open, **it is the quality of participation that grows our companies.** This requires deliberate opportunities for each MWBE and can only occur where there is sufficient expertise, technical assistance, and administrative support. **We have a team that is built to meet this goal without putting the project or the client at risk. This is due to our size, depth, experience, knowledge, and commitment that within the framework of our team, each of us is responsible for the success of all of us.**

Our team will utilize the demonstrated expertise and track record of Atkins and AECOM to support our ability to provide a smooth transition to dashboard development and meeting all of DEN's software platform requirements. To illustrate, a PowerBI dashboard (**Figure 1**, page 3) monitors its progress monthly toward MWBE goal attainment at the task order and subconsultant level. The dashboard sample shows both the monthly collective payments to MWBEs

DocuSign Envelope ID: 2A9C8FD3-D03B-4D00-A74E-5D9811AB993A across multiple task orders at 20%. At the contract level for the task orders selected, it demonstrates exceeding the 9% Elevate/RISE goal as well as the 35% Program and Project Management goal.

D. Procurement



CTI has identified two levels of procurement as it relates to this current proposal and scope of work. First, in assembling our team we have layered great expertise over significant bench depth and experience. We have accomplished this

while procuring significant MWBE participation through CTI's prime role and including MWBE subconsultants Triunity, OGx, Civil Innovations, Sunland, and San Engineering. To this procurement we also bring MSL Strategic Advisors (MSL), demonstrating our ongoing commitment to bringing new partners to DEN and creating new opportunities for adding other MWBEs to our firm in the future.

Additionally, we anticipate an ongoing process for the creation of a *Supplier Diversity and Inclusion Plan*, building on our existing information of vendor and supplier databases in combination with ongoing interaction and engagement with the MWBE community. In responding to each PS-02 (Task Order Request for Proposal), in addition to the fee proposal spreadsheet, schedule, and time and materials not to exceed fee, we will include our observation of whether the task order could create a new opportunity for an MWBE identified in our database. We will present these opportunities to DEN project managers and staff to be certain that we understand the goals and objectives to be achieved by the scope of work, and will look to DEN's request for further information should they decide to pursue the opportunity.

E. Communication and Vendor Management

When it comes to communication and vendor support for our MWBE team members, we believe the simple, best practice of engaging in a consistent and ongoing communication process ensures MWBEs receive information as well as have a voice that is recognized.

CTI's outreach coordinator, James Ellis, will be responsible for reaching out to each of our MWBE team members individually as well as overseeing monthly meetings where all of our MWBE subconsultants are brought together. These meetings will allow the subconsultants to share issues and concerns while providing an opportunity for CTI to update them on any schedule issues, upcoming work, quality concerns, performance expectations, future opportunities, and documentation and reporting requirements. Too often, when the subconsultants have little or no work, the thing that suffers most is their ability to build relationships both within the team as well as with the client. CTI will design the agenda for these meetings and coordinate activities in a manner that allows all the subconsultants to achieve and share in these benefits.

CTI possesses in-depth knowledge of DEN operations, practices, security protocol, and safety requirements.

Because of our extensive experience and knowledge in these areas it is our plan to provide an orientation and training for our subconsultants to share what we know and to deepen their understanding of these vitally important issues. This will include improving the customer experience related to project impacts, and how to best support their needs in a high-security and high-safety environment that must remain fully operational 24 hours a day, seven days a week. This training will work in concert with a customized on-boarding program that Atkins has used with great success with the City of Denver. This includes metrics built around ensuring that everyone on our project team can be deployed with minimal delay and are ready to work from Day One.

James will be the primary point of contact regarding MWBE utilization and all related activities. Additionally, he will establish meetings to understand MWBE business plans and offer recommendations when the project engages in scopes of work that align with our MWBEs' desired capability or capacity building goals.

F. Past Performance

CTI's past performance regarding its commitment to equity, diversity, and inclusion is long-standing and unwavering. We have been a champion of the minority community and historically underutilized businesses in the Denver area for several decades, and have been awarded by various local and state entities for our efforts (**Figures 2 and 3**).

CTI: PROJECT DIRECTOR for DENVER'S NEIGHBORHOOD MARKETPLACE INITIATIVE

CTI was selected by the City of Denver to serve as the Project Director for the city's "Neighborhood Marketplace Initiative." CTI worked with the city, residents, and businesses in the Five Points neighborhood to develop and implement a program to revitalize the Welton Street Business Corridor and support local transit-oriented development. The project produced increased mobility options, access to jobs, elimination of blight, the creation of the Five Points Business Development Office, and increased housing opportunities, resulting in a much healthier community. The subsequent impact of this work was reported to be hundreds of millions of dollars in development and over 150 additional residential units built.

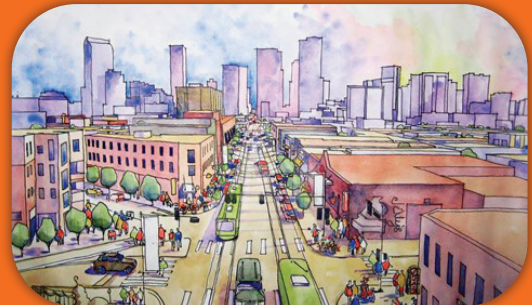


Figure 2. CTI's Neighborhood Initiative

Martin Luther King, Jr.
Business Social Responsibility Award
 State of Colorado
Outstanding Woman-owned Business Award
 Colorado Black Chamber
Business of the Year Award
 Downtown Denver Partnership
Business of the Year Award



Figure 3. CTI's local and state-wide recognition

G. Proposer's Culture

Our external commitment to equity, diversity, and inclusion could not exist without our significant internal commitment at CTI. **For most of our 30+ years, CTI has lived this commitment.** Recently, we have focused on codifying our policies, practices, training, and procedures in the area of EDI. We have included our organization's *Equity Diversity and Inclusion Statement (Figure 4)*, as well as our *ED&I Commitment, Employment Practices, and Policies (Figure 5)* which we will execute with our strategic partners. The *Different Makes a Difference* program (Figure 6) demonstrates the common commitment we share with our major subconsultant, Atkins.

Civil Technology, Inc.
 Equity, Diversity, and Inclusion Statement

Civil Technology, Inc. (CTI) is a historically underutilized multicultural, small, minority, and women-owned business enterprise. Equity, diversity, and inclusion have been a part of our DNA for over 30 years. This includes efforts as recent as the Justice 40 initiative and our commitment to 40% participation when we prime work. However, it also goes back as far as acknowledgement and compliance with original equity efforts like the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and other related local and federal law.

We do not discriminate based on race, religion, national origin, disability, age, sex, gender identity, or sexual orientation. This is demonstrated in our general employment practices and policies.

As an MWBE we truly are reliant upon the excellence and professionalism of our employees. It is profoundly important that the people within our organization can work synergistically resulting from an environment of mutual trust, respectful collaboration, and valuing the unique attributes that make us different in ways that author creativity, innovation, independent thinking, and visionary solutions. **This level of excellence only occurs when we engage the full diversity of our employees' talents in ways that invite them to participate as their full and authentic selves. This is where our business lives.**

Figure 4. CTI's ED&I Statement

-  We hire **diverse leaders** who are active role models and have been recognized by multiple agencies for our **minority leadership**.
-  We engage a **multi-cultural recruitment team** and emphasize recruiting from a **wide range of backgrounds**.
-  **Paid sick leave and personal time off** is offered through our PTO program and our **contribution to employee healthcare costs** is above industry average.
-  We support **work-life balance** by offering a flex-work program and provide a **living wage** for each employee and a **401k** to build personal wealth.
-  We **encourage, support and pay for training** that builds employee skills and regularly **engage and support disadvantaged communities**.
-  We **commit to mentoring others and being mentored**, and continuing to **foster MWBE and underutilized businesses**.

Figure 5. CTI's Employment Practices & Policies

Future Initiatives



ALIGNMENT

Decision Intelligence, which has the capability to accelerate your strategic and operational decision velocity, combined with advanced project management technology can do a lot to facilitate the planning and delivery of DEN projects.

Together, these tools can reduce project life cycle costs while improving asset management, reducing energy costs, and advancing facility sustainability and resilience. The resulting reduction in wear and tear on systems improves asset up-time and leads to smoother operations and an overall improved customer experience.

There is a significant EDI component to this approach. Technology was intended to be a bridge to foster equity, but in application, there may be more work to be accomplished.

When we combine our differences, we truly make a difference. So our commitment is to create and maintain an inclusive culture where everyone belongs, can be their true self and can reach their full potential.

Ian L. Edwards, President & CEO, SNC Lavalin



DIFFERENT MAKES A DIFFERENCE

INCLUSIVE AND TRUSTED LEADERSHIP

- Wearing ED&I into everything we do
- Removing barriers every step of the way
- Becoming a voice for change

OUR OBJECTIVES

- EDI is embedded culturally. All our HR/business processes will adhere to our ED&I internal standard.
- We will be a respected voice both inside and outside of our sector to accelerate change.
- We will have a supply chain that mirrors the communities we serve.
- Have no barriers perceived, potential or actual.
- All staff are confident to raise ED&I issues and trust that it will be addressed objectively. We will all be confident in challenging exclusive behaviours at source and holding each other to account.
- We will increase female representation across our whole organisation by 2025. *Targets for other underrepresented groups to be set at regional level.
- We will have a diverse talent pipeline that includes all underrepresented groups.

Figure 6. SNC Lavalin/Atkins ED&I Commitment

CTI Team Experience & Expertise

Relevant Project Experience

- › Runway/taxiway design, including airfield drainage and lighting
- › Roadway/bridge design and construction
- › Parking facility capacity and revenue control systems
- › Potable water supply systems
- › Sanitary sewer systems, including pump stations, capacity modifications, and control systems
- › Industrial waste treatment systems
- › Regional storm water quality and flood control ponds
- › Erosion control and soil stability measures
- › Fuel farm capacity upgrades, distribution system modifications, and commissioning
- › Snow, wind and storm management projects
- › Pavement recycling management
- › Dry Utility infrastructure upgrades, T1 lines, radar detection, satellite station, radio frequency signals, noise monitoring and doppler station.
- › Airfield security fences, gates and monitoring
- › Surface movement monitoring and aviation traffic control
- › Major project planning support

Project Management Experience

- › Incorporation of DEN standards into project contract documents
- › Contractor oversight to maintain contractual requirements
- › Project permit compliance status and control
- › Monitoring of state and federal requirements
- › Project controls monitoring, reporting, and action recommendations (schedule issues, costs, risks, and scope changes)
- › Efficient RFI, submittal, and change management with a focus on potential impacts and contractual requirements
- › Oversight of system shutdowns, airport operational impacts, contractor access, security compliance
- › Oversight and management of QA/QC plans, contractor progress, pay applications, and estimate at completion forecasts
- › Stakeholder management, including tenant requested changes

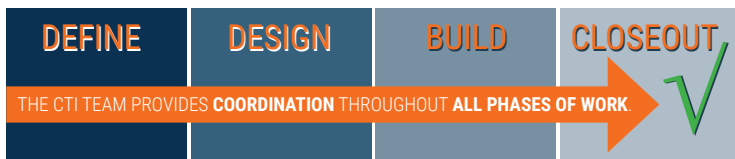
Figure 8. CTI Team Experience and Expertise



ALIGNMENT

ALIGNMENT. The CTI team will be successful representing DEN because we are accustomed to working in highly collaborative and integrated environments. At DEN, this requires coordinating projects with AIM DEV,

Maintenance, Operations, Security, design consultants, contractors, and other internal and external stakeholders throughout all phases of work.



The success of DEN’s infrastructure projects is neither simple nor easy. **On time and on budget project completion requires proper planning that begins at project conception and runs through final closeout.**

By taking a long view approach, **from Day One**, the CTI team ensures proper planning for implementation, and execution of the many processes and procedures required to move a project from conception to final completion and occupancy.

Project management and organizational approach.

SAFETY | EQUITY | SUSTAINABILITY



The range of project management services the CTI team can provide on a project-specific basis is wide and varied (**Figure 8**). Additionally, the CTI team brings a strong commitment to promote **safety, equity, and sustainability**. We are trained and experienced in incorporating these values into every process and project through our comprehensive asset life cycle analysis approach, including existing and forecasted cost of construction, project scheduling, quality standards, and viewing how each project fits into the overall long-term efficient operation and maintenance of DEN.

Our team is prepared to utilize DEN’s cloud-based dashboard template for TO proposals and our subconsultant engagement plan. Our project management team has participated in and will continue to participate in requisite training to stay current with industry recognized standards as well as applicable DEN processes and procedures in DEN project management, asset management, claims avoidance, and support. The CTI team will provide reports on internal timekeeping, costs, and other applicable project management Key Performance Indicators (KPI’s) either in DEN’s preferred internal platforms or CTI’s proposed implementation of a digital dashboard platform.

CTI team members will mobilize with the capacity to utilize platforms DEN specifies to promote a consistent and comprehensive communication system to monitor, control, and support timely, quality, and cost-effective project execution. **Our intent is to make all project data available to the airport’s managers, directors, and executives so that they will have sufficient and accurate decision-making information at their fingertips.**



ACUITY

ACUITY. As important as it is for the CTI team to have an agile and aligned team, our acuity to view every project management action through the lens of Vision 100 is *most important*. We understand the four key pillars on which Vision 100 stands and that project success requires a balance to ensure no one pillar is neglected. For example,

“empowering our people” needs to not only consider current DEN employees, but others who may seek employment opportunities at DEN near term. How will a particular project aid in attaining this important result? “Maintaining what we have” is not simply a matter of keeping an aging facility functional, but it must also consider the ramifications of doing so. Is this facility sustainable? Perhaps a new perspective is needed for how to use, or possibly repurpose, a facility.

Through careful consideration of the RFP scope of services and our relationships and experience with AIM DEV staff, we understand that DEN is seeking a consultant with proven capabilities that enable seamless AIM DEV staff integration into project management delivery. Additionally, we know that DEN is looking for a consultant partner that understands DEN’s unique working environment and provides far more than just technical expertise. **The CTI team is that team**, and will deliver much more than a contractor payment facilitator or an agent that completes permit applications.

CTI is proposing a range of services that will allow us to:

- ✓ **Be a trusted consultant partner to DEN.**
- ✓ **Provide significant value-add.**
- ✓ **Best align with DEN’s values.**
- ✓ **Be agile through our rapidly and cost-effectively mobilization of our experts.**
- ✓ **Use our acuity to envision, plan, and deliver in accordance with Vision 100.**
- ✓ **Further advance the best interests of AIM DEV, DEN, the City and County of Denver, and its residents.**

Complexity and challenges

To meet current and future capacity needs, DEN airport infrastructure is challenged and requires significant expansion and remediation of aging facilities to meet Vision 100 goals and continue operating efficiently.

The CTI team understands that DEN projects must adhere to several unique sets of standards including Federal Aviation Administration specifications and guidance often promulgated in “Circulars” that are critical to meet DEN’s operational and maintenance requirements. The CTI team has in-depth knowledge of the practical application of these standards and regulations which are paramount in the oversight of DEN project delivery due to the potential for major financial and operational impacts should these standards and regulations not be met by the design consultants and construction contractors.

DEN’s 53+ square mile land area presents a unique opportunity for expansion. However, it also presents

significant challenges to maintaining federal aviation standards as well as many other regulatory standards.

Other requirement includes wildlife control, wetlands control, storm water management, and utility corridor capacity/access among many other environmental permitting considerations. DEN’s geotechnical conditions have presented additional challenges to infrastructure projects throughout its history. Infrastructure projects require special attention to long lead time items such as FAA 7460 approval/permitting on objects interfering with navigation safety zone such as cranes, lifts, concrete pump booms, and high-profile construction equipment. State of Colorado regulations and permits are also required for construction environmental impacts, such as stormwater discharge, haul routes, fugitive dust, and stormwater management. On several projects, DEN has entered into intergovernmental agreements to perform construction activities on unannexed Adams County land. Other long lead time project considerations include features such as Denver Water mains/valves, large or high voltage electrical equipment, deluge fire suppression tanks, jet fuel tanks and apparatuses, precast concrete vaults and water/wastewater manholes. Zoning permits along with the environmental requirements create complexity and challenges that the CTI team is best suited to anticipate and address.

Our team adds value by bringing institutional knowledge through the agility of automation and a comprehensive Asset Management process starting from decommissioning assets and commissioning the new additions utilizing the cost-effective product life analysis.

Approaches and philosophy for dealing with problems

The CTI team will rely on our core competencies of **Alignment, Agility, and Acuity** when problem solving and managing complex situations. Our vast experience working with DEN has shown that the preponderance of problems typically occur in the operational realm. Thus, we shape our approach by employing our foundational competencies to accomplish the following:

- ✓ **Understand the Strategic Direction:** CTI’s 30-year presence at DEN has afforded an insight and alignment that can be leveraged to ensure that the project life cycle is a priority in decision making when problems emerge.
- ✓ **Understand the Strategic Environment:** Our strategic acuity allows us to gain the perspective and opinions of all stakeholders prior to presenting options to the PPM or the client.
- ✓ **Define the Problem:** CTI will approach every problem with a growth mindset, never assuming the resolution without employing due diligence.

- ✓ **Identify Assumptions:** CTI will not present solutions on assumptions alone, but will employ intelligent decision making—an underpinning of our philosophy.
- ✓ **Develop Options:** The CTI team understands that there is more than one answer. Our approach allows for options, depending on the level of impact of the problem (as it may impact cost, scope or schedule) and the acuity to choose the right solution.

CTI is confident that this methodology provides an iterative process that enables the client to complete projects on-time, on-cost, and on-schedule. Further, our approach is rolled out to all project partners and subconsultants so that we are aligned to provide the best solutions.

Exceptional people providing exceptional results every time.

Additional considerations



AGILITY

The following are additional issues that are unique to DEN, as we discovered through the involvement of our key staff on previous DEN projects:

- › Most of DEN's major projects, whether landside or airside, require significant planning, and at least limited early engagement by the construction project manager to provide understanding and context of conflicts and constraints of the project. This involvement will help the project management team understand the risks and mitigate delays. Many airport projects require shutting down services and coordinating with several operational competing interests such as material delivery, long lead items, and potential delay impacts.
- › Airfield (FAA funded) projects require long-term involvement to address long lead permits like 7460, addition of temporary access gates or routes, submitting the necessary elements of airside project security, safety plans for FAA approval, submitting the required construction management plan with QA/QC plans, and to confirm that Buy American requirements are followed. Verified daily documentation of pay items is required to support payment quantities. Payment reduction factors are also an important consideration when processing FAA funded project payment requests.
- › Vehicular traffic study impacts provide necessary measures to consider passenger and customer service experiences and impacts. Any delay to passengers requires mitigation measures and emergency access/egress plans. **Raising the awareness of unavoidable impacts is part of the CTI team's unique understanding of the airport management program.**
- › Leadership in Energy and Environmental Design (LEED), and environmental review by the City and County of Denver (CCD) require permits and certifications on both ends of the project. These items could mandate some administrative modification waivers and could impose stress on budgets and time.



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Value Add → CTI Team Technology

Utilize previously completed work, analyses, and reports to inform project delivery without compromising quality, accuracy, or validity of results.

The CTI team offers several ways to keep PM teams on the cutting edge of technology. We aim to simplify processes without skipping added-value steps by integrating newer, vetted technologies that comply with the DEN Information Technology (IT) infrastructure

Continuity of Platforms

The CTI team can optimize the use of existing technology platforms, including Primavera Unifier for project management documentation and BIM 360 for integration and efficient collaboration with the QA inspector teams resulting in:

- ✓ **Better project management information**
- ✓ **Superior project manager recognition of failed tests or non-conforming work**
- ✓ **Real-time reporting**

From our recent project experience at DEN, the CTI team proposes to integrate with DEN's current suite of digital platforms that include Primavera Unifier, P6, GIS Surface Model, Revit, BIM, BIM 360 Field, Civil 3D, EPPM, and MS SharePoint/Teams which are institutionally established, and familiar to DEN staff and other primary stakeholders. **The CTI team has expertise in nearly every digital platform that is currently widely used at DEN.** Our team also recognizes how many stakeholders may be involved at any point on any given project—DEN project managers, design engineers, QA inspectors, DEN AIM management, safety, airlines, operations, contractors, and environmental stakeholders, as examples—and we are mindful that introducing new software could unnecessarily burden stakeholders with learning a new system.

Proposed Digital Applications

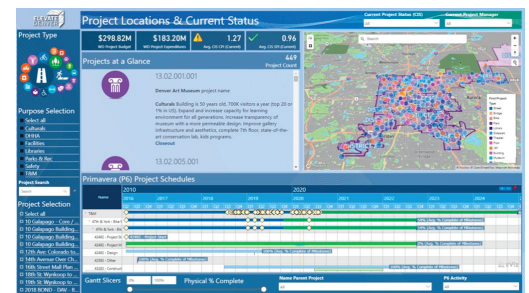



Figure 9. Power BI dashboard

Our team has access to program-level dashboard templates already built for CCD. From electronic document management with Aconex to Power BI dashboard development, Atkins' local team has recently helped implement new digital platforms and improved existing client technologies. Working with CTI, Atkins will lend its expertise in schedule,



Section 4: Proposed Work Plan and Approach

Project management and organizational approach.

The CTI Team’s primary goal is to work in a collaborative, proactive fashion to meet the goals and objectives of DEN AIM DEV in a cost effective, sustainable, and equitable manner. In addition to our team’s extensive knowledge regarding DEN and AIM/DEV, we bring program management tools and techniques that we will demonstrate to your staff.

The CTI team will work collaboratively with DEN staff to execute the project management duties in a way that conforms to DEN’s vision and strategy. Our team is fully committed to ensuring DEN staff remains in charge. We will provide DEN staff with the timely and critical information they need to set goals and make critical decisions on a fully informed basis.

This is of particular importance as we seek to fully implement DEN’s Vision 100 goals and prioritize a truly integrated set of objectives for DEN. Simply implementing standard project management tools for on-time and on-budget project delivery, while certainly important, will not prove sufficient to capture and provide perspective on how each project will contribute to meeting DEN’s overarching objectives.

Methods for performing the scope

Within this framework the CTI team will support an asset management approach from planning to documentation of progress and the integration of the completed work into the operations of the airport and project Closeout.

- › A technology approach to advance DEN’s ongoing digital transformation and assure higher accuracy of as-built records. This will keep the airport model whole and up to date, assure timely access by upper management to project status in all aspects to support well informed decisions, assure single point of entry, and streamline the status update.
- › A process of continuous improvement by implementing a formal “lessons learned” approach to review past projects and programmatic decisions, learning from the past to make improved decisions moving forward.
- › A focus on timeliness, effectiveness, diversity, and the constant improvement of the skills sets of our team members (CTI and sub consultants) so that they can continually deliver higher levels of professional services and support further workforce development efforts, keeping with Vision 100’s “Powering our People” pillar. We will engage our subconsultants in all phases of planning, readiness preparation plan, TO (Task Order) proposal analysis, approach to responsiveness, staffing, and submittals.

Early action plan



AGILITY

Upon notification of our selection, the CTI Team will immediately mobilize to receive task orders and demonstrate its ability to perform for DEN. We will start by putting in

Value Add → CTI Team Technology

financial progress, and risk that were configured for the Elevate Denver Bond Program, and City of Atlanta Renew program. Additionally, similar dashboards can visualize CTI’s contractual status such as, PM mobilization and utilization easily filtered by project(s)/task orders, dynamic tracking of MWBE staff utilization and financial reporting. The data for these dashboards can be easily exported for presentations and/or reports. In addition to the dashboards mentioned above, the CTI team in partnership with Atkins can deploy our industry leading data analytics tool that will enable artificial intelligence and machine learning to be utilized for a given data set.



Figure 10. Atkins’ Custom Built Data Analytics Tool

The data analytics tool (**Figure 10**) is an Atkins custom built platform that periodically uplifts client data from multiple disparate applications and platforms and combines that data in a data warehouse. This tool tracks nearly all project management data in one location enabling the deployment of a Power BI visualization dashboard better described as a control center (**Figure 9**). Through the systematic uplift of the project data, the data analytics tool tracks KPI’s associated with nearly every phase of the project. **The data analytics tool can be semi-customized to integrate with existing DEN applications.** From design submittals, revisions, approvals, and permitting to project closeout punch lists and commissioning status, and everything in between, the data analytics tool compiles, analyzes, and visualizes the project KPI’s for **a single source of truth**. Currently Atkins is configuring the data analytics tool for RSW (SW Florida International Airport) to track their terminal modernization projects. The tool will utilize schedule and cost data from a P6 export to visualize the project progress and status.



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place the underlying planning platforms necessary to respond in a timely, and cost-effective manner. A sample of early actions include:

- › **Establish** MS Teams channels, orientation, and training guidance and configure checklists. Build the necessary templates for time keeping, internal reporting, invoice processing, dispatching, and task order data collection.
- › **Engage** DEN security immediately to organize the badging of the PM's and support staff.
- › **Develop** safety guidance collaboratively with the ROCIP program and industry standards.
- › **Mobilize** a pool of vehicles fully equipped to access movement areas for airside tasks.
- › **Coordinate** with DEN program manager to establish regular communications with the appropriate DEN staff to understand expectations and existing procedures, and to familiarize the team with airport stakeholders, establish acceptable protocols for invoicing, timekeeping, reporting, PM capabilities, and long-term and short-term demands.
- › **Develop** our understanding of the portfolio Project Management Office (PMO) procedures and identify the near-term staff requirements and their job descriptions, and start creating project management governance that integrates DEN processes and procedures with the project management activities. The project management governance will outline responsibilities, authorities and accountabilities of individuals and teams.
- › **Initiate** our communication plan and KPI reporting procedures.

Task order plan of work

When DEN issues a Task Order Request for Proposal, the CTI estimating team will prepare estimated effort and contingencies, and identify any deficiency in the information needed to develop the schedule, the shifts, and the operational constraints. The team may submit some requests for clarifications to assure the task order is based on mutual goals and a full and correct understanding of the task, further illustrating our commitment to alignment (**Figure 11**. CTI's Task Order Process).

CTI will use an internal assignment process to distribute the task order scope to our staff and the subconsultants will assure availability and commitment for the task. As described in Section 2, a balancing process will assure full participation of the subcontractors according to their previous work share, availability, and qualifications. We will also balance the assignment of escort and administrative tasks and support overloaded teams by reallocating temporary short-term tasks to balance workload and ensure efficiency.

Our PPM, Conrad Dawes, will submit the estimate and the conditions of the task order including clarification of any comments and questions. Conrad will also work with the DEN Management team to finalize a defined scope, timelines, quality expectations and any priority sequencing. Upon receiving notice to proceed, the CTI team will prepare all the necessary forms, SharePoint, and dashboards. Additionally, the CTI team will establish necessary planning, required KPI's, project access including badging, vehicles, PPE, and electronic equipment. Timekeeping and task order budget management will be accomplished in cooperation with DEN Management to assure budget and payment are processed as expected by DEN and assure timely processing of pay applications.

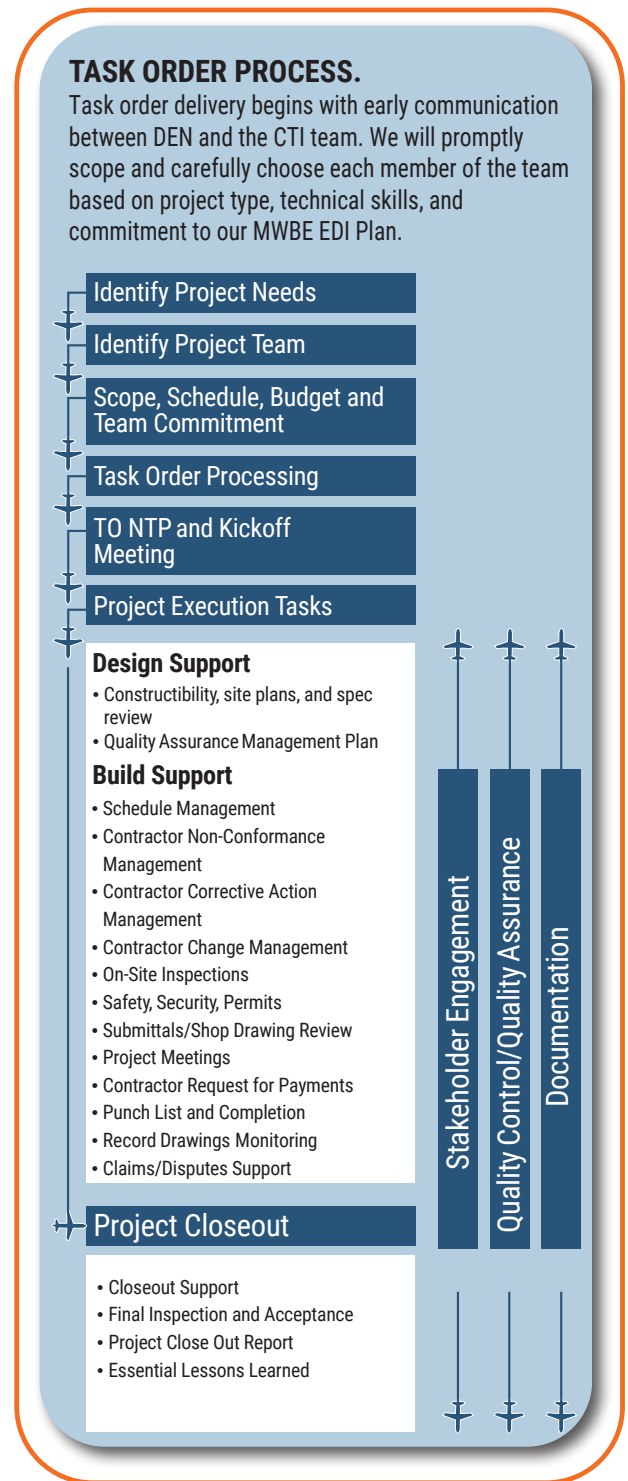


Figure 11. CTI's Task Order Process

Non-task order plan of work

While we understand the airport's intent to execute the work under this contract via the issuance of task orders, it is imperative to keep in mind the mid- to long-term resource planning needs to properly meet the airport demands over the long haul. To support this overarching need, our team will work to assure the availability of the staff, enhancing its capabilities through a series of training specific to the task order environment, multitasking proper sizing of teams. During a reduced operations tempo, we will be deliberate in creating engagement opportunities in the form of training, recertifications, and personal time off.

Document control

We intend to satisfy the RFP's requirements to assure electronic documentation follows the airport's established system and models. We will add the necessary logs and track as-built documentation, asset management tracking from submittals to implementations. We will ensure that all issues and documents are searchable and tracked by content, timeline, and coded such that the proper keywords are used. We will establish a hierarchy that matches the airport's model of asset management. Quality Audits will be regularly performed and reported to DEN as part of the pay application process as indicated in the Payment Title of the General Conditions (yellow book).



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We will utilize industry technologies to track any design conflict through clash review such as AutoCAD Civil 3D, Autodesk BIM, Clash Review, Global Positioning Systems (GPS) and NAVIAD, GIS system, BIM 360 Field, and digital surface detection/definition. Additionally, we are looking forward to advancing systems such as graphic cable management systems, self-diagnostic flow valves remote operations, and reporting of industrial ponds as well as storm and sanitary systems.

Our team of highly qualified technology and digital transformation professionals, including Alvin McBorrough from OGx, Conrad Dawes from Civil Technology, and Mark Hughes from AECOM, will participate in our internal control system, to include the task orders.

For escorting, systems shutdown monitoring, and airfield operation, we have included in our plans a well-trained and experienced staff who understand all the parameters of escorting on the airfield to assure operational traffic control, continuous control of the escorted personnel and equipment and an overall understanding of escorting. We will assure that proper protocols are followed for cranes and high-profile equipment, and that systems shutdowns do not have unintended consequences such as closing a road or losing a power supply. Their oversight extends to the

monitoring of safety conditions and impacts of the shutdown on operations. Guidelines and training will be established to assure the assigned staff have proper understanding of its roles and responsibilities.

LEED and sustainability

We have found it extremely important to document LEED related activities via daily monitoring. We also understand the basis of the certifications and the required details to ensure a project is appropriately credited for its conformance with the LEEDS standards. Additionally, the documentation of recycled quantities and material manifest, including monitoring of construction disturbance to air and water quality, noise, and containment of soils, will be included in our documentation. Furthermore, proper protection methods like erosion control, sediment, and chemical transportation, are all ancillary elements that our documentation plan will track.

Closeout

Closeout of a project begins on day 1 of a project's life cycle. We will establish early on a closeout items matrix based on the project contract requirements and report the status of these items frequently and consistently after the completion of each package.

Occupancy and commissioning

As the airport is a complex of interrelated systems, we will track the commissioning processes for various systems and infrastructure items whether managed by our team or assigned to others. We have included in our proposal several commissioning experts who have experience and expertise with the proper coordination protocols and in working with the quality assurance and commissioning teams needed to transition a project from construction to occupancy. These individuals will evaluate whether the project meets the expectations of the jurisdictions, having authority to approve them and working with key stakeholders who may have the power to impact the occupancy phase of the project. We also plan to provide a library for controlling codes and standards in addition to the airport's well-established performance specifications.

Lessons learned and processes improvement



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We will utilize Six Sigma and the ISO standards to support continuous improvement. In addition, we strongly believe that obtaining feedback from the client and self-evaluation and critiques on what we could have done better are essential elements for internal and external evaluation and continued improvement.



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Section 5: Key Personnel and Ability to Respond

The CTI team consists of 4 key staff, and a deep bench of experienced Subject Matter Experts, Project Managers covering design and construction of landside and airside infrastructure projects, and support staff to address all necessary activities of project control, coordination, administrative activities, electronic reporting, document management, and general requirements.

The CTI team has a unique history working together for several clients and has been working on the airport's original construction and infrastructure for more than 30 years. Over 55 team members of the CTI team have worked on airport projects since the early construction of the new airport, and 33 team members have been engaged in airport projects, asset management, design, coordination, inspection and construction management.

Conflict of interest and mitigation plan

The CTI team has no existing conflicts to report. We will, in fully transparent established processes, consult with the airport on any participation of the definition phase and selection of personnel and subconsultants to assure no conflict of interest at any time.

Key personnel

We have provided CTI team key personnel bios below, and our organizational chart can be found on page 16. Resumes are provided in the last section of this submittal.



CONRAD DAWES
PRINCIPAL PROJECT MANAGER

Conrad is a proven leader with 23 years of experience serving at the highest levels within the Department of Defense. His diverse background includes leading acquisition teams responsible for defining and building satellite infrastructure requirements to managing a dynamic portfolio comprised of 42 programs, 26 projects and 498 teammates. Conrad's experience with initiating, planning, executing, controlling and closing has provided cost-savings and delivery of projects ahead of schedule and without compromise to the quality of work. Conrad's ability to interpret and actualize a principal's requirements has been the catalyst for culture change and operational success at organizations he has served.



THOMAS TANKE, PE
DEPUTY PROJECT MANAGER

Tom has more than 40 years of experience in major civil engineering and infrastructure construction projects including some of the most complex projects in North America, Europe, the Middle East, and Central Asia. He has led the design and construction of over \$32B in completed mega-projects and over \$1B in smaller civil infrastructure projects. Tom served as a senior manager for federal and state agencies, A&E firms, and construction firms where he worked on infrastructure projects. Tom has completed over 12 airfield projects as well as rail transit, heavy rail, commuter rail, heavy highway, bridges, major underground utilities, dams and various facilities projects.



MATT CIRULLI, CMP
DEPUTY PROJECT MANAGER

Matthew's career of more than 22 years includes managing major infrastructure programs and projects, and he has extensive experience in the evaluation and execution of alternative delivery methods, project cost/financing management, general contract management, and stakeholder coordination. Prior to joining Atkins, Matthew was the program manager for the Colorado Department of Transportation's (CDOT) Colorado Bridge Enterprise, where he was responsible for all aspects of CDOT's approximately \$120M p/yr. statewide bridge replacement program. Additionally, he spent more than 5 years working at DEN performing project management duties on a wide range of Airside, Landside, and Terminal/Concourse additions/modification projects including being assigned the interim DEN Landside Program Manager. Other notable DEN project experience includes performing as the DEN project manager for the Eagle P3 Segment 3 build-out and integration with the South Terminal Redevelopment projects.



MIKE STEFFENS
PRINCIPAL PROJECT MANAGER ADVISOR

Mike brings 32 years of experience working at both Stapleton and Denver International Airports. His experience includes 16 years as a Construction PM at both airports where he focused on ensuring the City received quality projects on time and under budget. Mike spent his latter 16 years as the Manager/Director of Infrastructure and Construction at DEN, leveraging his past experiences assisting PMs in defining projects, providing project oversight, and preparing project schedules to assure overall program requirements were met. As the former Director of Infrastructure, he is very familiar with the total project process, from the define phase, through design, to the closeout phase. Mike's institutional knowledge will be a great asset for the new generation of leaders at CTI and DEN.



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Section 6: Company Experience and Qualifications

The CTI team is comprised of Civil Technology, Inc., an MWBE firm that will be serving as the prime consultant with support from a mix of large, nationally renowned engineering firms and small local MWBE businesses. This team has been assembled specifically to meet the needs of this contract, although all of our firms are interconnected through our work on previous projects.

CIVIL TECHNOLOGY INC.

Organized in Denver in 1989, CTI has become one of Denver's most respected woman-owned, small-business enterprises. We have provided program and project management services, contract administration, quality assurance, and safety management for some of Denver's most iconic construction projects, including several major projects at DEN.

Company founder Carl Bourgeois was pivotal in revitalizing residential and commercial real estate in Denver's historic Five Points neighborhood and was responsible for the turnaround of what the Denver planning office once cited as the "most blighted commercial block in the city." Current company president Sheila King joined CTI in 1991, and in 1993, she purchased a majority interest in the company. Sheila oversees all aspects of business operations including personnel, contract administration, and business development.

Rico Nelson joined the firm in September 2021 and serves as chief executive officer. He brings expertise includes organizational and leadership development, talent recruiting and bench strength building, profit and loss management, and strategic business operations leadership. He has planned, designed, and facilitated organizational leadership committees and forums that included all levels of company executives and employees to formulate strategies for long-term business success.

The firm's most recent hire is Conrad Dawes, who joins CTI following a highly distinguished career with the US Air Force. More info on Conrad's qualifications can be found in Section 5 – Key Personnel.

CTI has played a role in some of Denver's most visible projects, including the following:

Denver International Airport Hotel and Transit Center.

CTI provided consultation services during the planning phase of this iconic project. Our input included reviewing geotechnical and foundation systems as well as establishing the general requirements of the project. The firm is currently engaged in construction management and contract administration.

Denver Union Station. Union Station is the transportation hub of Denver's \$7 billion FasTracks. CTI provided construction management support to the transit station, light rail transfer, and bus station components, as well as transit infrastructure and civil work. Responsibilities included scheduling, field engineering, quality assurance, document control, and administrative support.

Hyatt Regency Denver at the Colorado Convention Center.

The 1,100-room Hyatt Convention Center Hotel is one of Denver's premier hotels serving the convention center in the central business district. CTI provided safety management, document control, and contract administration services for this project.

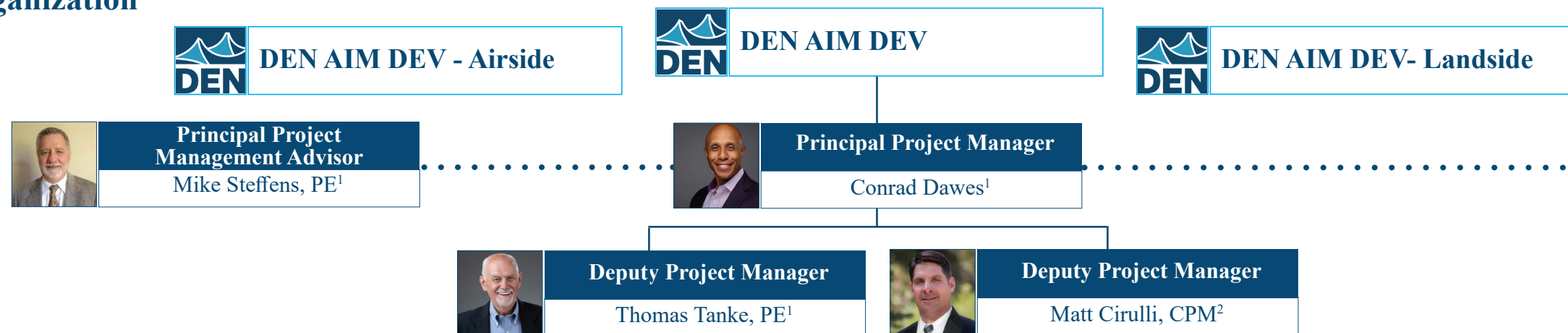
Denver Justice Center. The Denver Justice Center was a five-component project at a cost of \$378 million consisting of a courthouse, detention center, post office, parking structure, and renovation of the existing county jail. As part of the program management team, CTI provided pre-construction services, quality assurance, and safety management.

Denver Art Museum Expansion. Hailed as an artistic destination among the world's most famous buildings, the Denver Art Museum is itself a work of art. CTI provided pre-construction services including constructability review, phasing, site-planning, and estimating.

I-70/Central Park Boulevard Interchange. The Central Park Boulevard Interchange at Interstate 70 is a \$50 million design-build project in Stapleton. CTI's scope included the development of RFPs, management of design-build competition, contract negotiation, and design and construction management.

The following subconsultants will support CTI in providing IPMSS support to DEN on this contract.

Organization



Subcontracts/EDI Management & Outreach



Subject Matter Experts

Program/Project Controls

Scheduling/Estimating/Risk

Cory Shaddox, PMP²
Lukas Van Schalkwyk²
Scott Jones²
Kyle Knudson, EIT, PMI-RMP²
Nadia Soto⁹

Document Control (Unifier)

Cynthia Forsythe²

Digital Integration & Innovation

Asset Management & Digital Transformation

Alvin McBorrough, PMP⁴
Scott Richrath²

GIS Autodesk Model, Digital Technology

Mark Hughes⁷

Data Analytics/PowerBI Dashboards

Dimitry Gershman, PMP²
Shanu Sharma, CCM²

Site/Land Planning/Digital Technology

Eduardo San, PE⁶

Other

Airport Planning

Chris Gould, PE²
Jeffery Warkoski, PE⁷

Landside Standards/Specifications

Jim Zufall, PE¹⁰

Airfield Design Standards

Don Smith, PE³

Airfield Lighting

Abel Minguane⁶

Environmental Permitting

Lauren Gentile¹⁰

Commissioning

Tracy Whaley⁷

Soil Management/Geotechnical

Abdul Shanwar¹

Utility/Subsurface Engineering

Kurt Snitker, PE⁹

	Airside PMs		Landside PMs	
DEFINE	Mike Steffens, PE ¹ Rex Rice ⁸ Jeffery Warkoski, PE ⁷	Chris Gould ² Robert Grubb ⁸	Mike Steffens, PE ¹ Jim Zufall, PE ¹⁰	Thomas Tanke ^{1, PE} Adam O'Brien, PE ²
DESIGN	Don Smith, PE ³ Dan Knott, PE ² Eric McClure, PE ⁷ Ray Kassmeier ⁶ Mark Percy ¹ Paulus Limasalle, PE ⁶		Jane Donovan, PE ⁹ Michelle Martin, PE ⁵ Hokie Hanson, PE ² Roman Juargi, PE ² Sean Stellish, PE ² Feres Khadhra ¹	John Migliaccio, PE, LEED AP ⁶ Jeff Wilson, PE ⁷ Jeremy Zeid, PE ⁶ Mark Percy ¹ Melissa Okoola, PE ²
BUILD	Dan Knott, PE ² Matt McCoy, PE ² Shima ShamsRad, PE, ENV SP, QSP, QISP ² Jeff Wilson, PE ⁵ Michael Mowen, PE ⁷ Chad Rabon ⁷ Susan Ostergaard ¹ Rex Rice ⁸	Mark Percy ¹ Khalid Abidi ¹ Katherine Stevens, PE ⁷ Lauren Gentile ¹⁰ Georgi Georgiev ¹⁰ Robert Coloroso, PE ¹⁰ Robert Grubb ⁸ Feras Khadhra, PMP ¹	Hokie Hanson, PE ² Roman Juargi, PE ² Brandon Schissel ² Christina Hurelle, PE, CMQ/OE, CQA ² Jeff Wilson ⁵ Michael Disney ¹ Rex Rice ⁸ Eric McClure, PE ⁷ Robert Coloroso, PE ¹⁰	Kenneth Pavlic ⁵ Feras Khadhra, PMP ¹ Andrew Kean ⁹ Nadia Soto ⁹ Steve Clevenger, PMP ⁹ Mike Kuyper, PE, PMP ⁹ Alexander Bernier ¹ Michael Slade, PE PMP ² Caleb Flack ⁹
CLOSEOUT/ OCCUPANCY	Abdul Shanwar ¹ Mark Percy ¹ Kelly Walker ⁷			Abdul Shanwar ¹ Kenneth Pavlic ⁵ Kelly Walker ⁷
REPORTING & DOCUMENTATION	Alvin McBorrough, PMP ⁴ Ray Kassmeier ⁶ Georgi Georgiev ¹⁰ Robert Grubb ⁸			Alvin McBorrough, PMP ⁴ Ray Kassmeier ⁶



Legend - The IPMSS Team

¹Civil Technology Inc. ²Atkins North America, Inc. ³JVIation ⁴OGX ⁵Civil Innovations ⁶San Engineering ⁷AECOM ⁸Sunland ⁹Trunity Engineering & Management, Inc. ¹⁰RockSol ¹¹MSL

ATKINS

Atkins North America, Inc., is one of the world's leading engineering firms and has been recognized by clients worldwide for exceptional client service and program management skills. Atkins offers the complete range of aviation, transit, civil, highway, environmental, and construction engineering services, and has provided program management and indefinite delivery/indefinite quantity-type services for an array of federal, state, and local agencies in the United States for more than 60 years.

A member of the SNC Lavalin Group, Atkins is part of a family of companies with approximately 50,000 employees worldwide, including 5,000 rail and transit staff. Atkins has provided transportation planning and engineering services to public and private clients in the United States since 1960. The firm was ranked #17 among ENR's Top 500 Engineering Firms for 2021, and #9 among Transportation Firms. Atkins has supported major airports such as JFK International and LAX with management of complex capital programs and in delivering some of the most prestigious aviation projects.

AECOM

AECOM was launched when a handful of employees from design and engineering companies shared a dream of creating an industry-leading firm dedicated to delivering a better world. They became an independent company formed by the merger of five entities. While their official founding was in 1990, many of their predecessor firms had distinguished histories dating back more than 120 years. Since then, more than 50 companies have joined AECOM and they became a publicly traded company in 2007 on the New York Stock Exchange.



Founded in 2021 by former DEN Director of Infrastructure Michelle Martin, Civil Innovations is a woman-owned, small business helping owners realize their project delivery goals in the transportation industry through collaborative project management. Michelle worked at DEN for over five years in various roles following lengthy engagements with the Colorado and Washington state departments of transportation.



Jviation is a planning, design and construction administration firm that focuses solely on aviation-related projects. The principals and staff have completed airport projects throughout the nation, as well as at various international locations, for over 30 years. Jviation focuses on service and partnering with our airport clients to successfully complete projects on time and within budget. Jviation is now owned by Woolpert, a large full-service A/E firm with offices nationwide.



MSL is owned and operated by Miriam Scott Long, who launched her business in 2021 following a 40-year career leading a variety of entities in the public sector. She served as Deputy Mayor of the City of Los Angeles and, most recently, was the Director of Small Business and Construction Career Outreach at LA Metro, under the leadership of former CEO Phillip Washington. Miriam's new firm is an expansion of the services that earned her branded outreach program, MetroConnect, the reputation as the gold standard for small business system navigation, training and support.



Led by founder Alvin McBorrough, OGx Consulting is an MWBE firm specializing in strategic planning and data and asset management. A board member at the University of Denver's Daniels College of Business, Alvin is highly regarded by his business partners and clients as a key advisor, creative problem solver, and a skilled leader with astute process and business skills. He brings expertise at managing and delivering cost-effective, high-performance technology and business solutions.



RockSol provides civil engineering services for transportation projects, including highway and trail design, bridge and structural engineering, geotechnical engineering, and environmental services. They also provide construction management, inspection and materials testing services for public agencies. With a staff of over 200, RockSol offers a unique team of professional and technical staff with a wealth of experience and knowledge. They have in-house capabilities for performing standard materials laboratory testing, all of which is conducted under the required industry and regulatory procedures in our AMRL and CCRL accredited laboratories.



Founded in 1985, Sunland is a multidisciplinary company of professionals providing architecture, civil engineering, program and project management, construction management, land planning, and digital consulting and technology services for a variety of clients. As a small, woman-owned business, their mission is to create incomparable value for clients and to complete projects with a level of knowledge, integrity, and quality to meet or exceed expectations. Sunland has provided professional services to both private and public sector clients in a wide range of industries and has completed more than 400 major projects with a total construction value of more than \$15 billion.



Based in Denver, and providing services throughout Colorado, San Engineering is a small MWBE firm created with the purpose of offering a wide variety of civil and structural engineering services to clients both small and large. Their team is comprised of professional engineers, LEED-certified project managers, drafters and engineering specialists that can tackle a wide range of projects ranging from large design-build to small seismic analysis. The firm is led by Eduardo San, PE, whose wide-ranging experience in transportation engineering which includes master planning, site design, roadway design, traffic control plans, erosion control plans, signing and striping, intersection design, and project inspection.

TRIUNITY

As a professional services firm offering engineering and project/construction management services, Triunity delivers cost-effective and innovative solutions for transportation and water/wastewater projects that improve their communities' livability. Headquartered in Denver and with regional offices in Washington and Massachusetts, Triunity has earned a nationwide reputation for meeting and exceeding client expectations. Their diverse technical capabilities and widely

experienced team provide the range of disciplines and client-focused services required for public infrastructure projects. We have provided detailed firm and staff information below in Table 1.

Experience and approach to providing the services detailed in the SOW.

The CTI team has aviation infrastructure mega-project experts and managers who have served at senior levels ranging from airport managers, designer engineers, project managers, and construction contractors on some of the largest and most visible public agency projects in North America, such as Los Angeles Metro Blue Line, Red Line, Green Line; Boston Central Artery; San Francisco BART Airport Extension, and other DEN projects.

This unparalleled team of experts and professionals and the lessons they have learned will provide invaluable perspective and operational efficiency to AIM DEV by delivering the selected infrastructure projects in a safe, high-quality, timely, and most importantly, cost-effective manner.

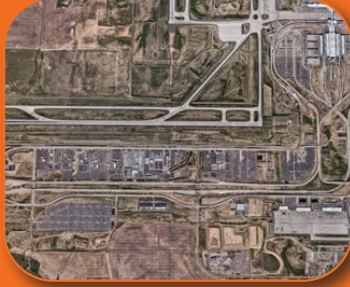
Detailed information on previous projects where these services have been provided begins on page 19.

CTI TEAM | FIRM & STAFF INFORMATION

FIRM & ADDRESS	PROFESSIONAL STAFF	SUPPORT STAFF	TOTAL
Civil Technology, Inc. 2413 N Washington St, Denver, CO 80205	18	4	22
Atkins North America, Inc. 7604 E Technology Way, #400, Denver, CO 80237	179	30	209
AECOM Technical Services, Inc. 7595 Technology Way, #200, Denver, CO 80237	580	31	611
Jviation , 720 S Colorado Blvd, #1200-S, Glendale, CO 80246	87	23	110
MSL Strategic Advisors, LLC 520 N La Brea Ave, #108, Inglewood, CA 90302	1	0	1
Civil Innovations, LLC 1635 Foxtrail Dr, #302, Loveland, CO 80538	5	1	6
The OMNI Group, LLC dba OGx Consulting , 9200 E Mineral Ave, Centennial, CO 80112	23	1	24
RockSol Consulting Group, Inc. 12076 Grant St, Thornton, CO 80241	250	10	260
San Engineering, LLC 1150 W Littleton Blvd, #200, Littleton, CO 80120	13	1	14
Sunland Group, Inc. 110 16th St, Suite #502C, Denver, CO 80202	8	0	8
Triunity Engineering & Management, Inc. 633 17th St, #1500, Denver, CO 80206	53	12	65

Table 1. CTI Team Firm and Staff Information.

CTI PIKES PEAK EXPANSION PHASE II



Project Description: Expand Pikes Peak surface lot to add 3,500 parking stalls.

SOW: Expand the Pikes Peak surface lot by 26 acres to add 3,500 parking stalls to the existing 6,300 stalls. Cut 300,000 cubic yards and fill 30,000 cy of select clay. Add new entry and pave Gun Club Road to access the lot from the west, add AVI entry. Switch the opening of the bus shelters to face south, add 6 bus stops and shelters and add telephone, light strobes and bus pads. Add water quality and flood control pond, relocate the 20" water line, add 18-60 storm system, add 70' light poles.

Project team: CTI - PM and inspection, AECOM supports estimating and electrical inspection.

Contract Value: \$6.7 million actual out of \$7 million budget.

Gross Fees: \$350K

Location: 75th Ave between Elk and Gun Club Rd.

Owner name/current contact person:

Mike Steffens Director of Infrastructure

Don Smith - Design Manager

Jane Donovan - Design Project Manager,

Telephone number: Michael Steffens 720.550.9907

Outcome/Lessons Learned: The project design started in late November of 2004 and was completed (including procurement, permitting and construction) in November 2005. The project was completed two days ahead of the contract completion date and \$300k under the assigned budget. The project had several major obstacles such as cutting the slope adjacent to 75th Avenue would have interfered with the main communication duct; changing the plans to provide aggressive 1:1 slope supported by riprap helped keeping the progress on track.

The power panel and the circuits were not sufficient to provide new services. Reconsolidating all the circuits in the existing and rewiring new circuits saved the project from adding service and delays. The surface drainage was increased to accommodate better surface drainage and reduce the fill quantities due to lack of select clay material but that helped drain the water and stay within the allowable surface slopes.

CTI CENTRAL CREEK (STAPLETON) REDEVELOPMENT PROGRAM



Project Description: An urban infill redevelopment that transitioned the decommissioned, 4,700-acre Stapleton Airport into a residential development with retail, office, industrial, and warehouse distribution space.

SOW: Provide CM services as staff augmentation, QA/QC program, maintenance and warranty and commissioning program, estimating and procurement, field supervision, traffic control supervision on dry and wet utility infrastructure, asphalt streets and alleys, parks and open space, bridges, common use facilities like pools, community centers and public theaters.

Project team: CTI served as the associated Construction Manager, supporting Mortenson as the lead CM at Risk.

Contract Value: \$3.7B

Gross Fees: \$11M

Location: Denver/Old Stapleton Airport

Owner name/current contact person:

Kerry O'Connell 303.917.7696

Outcome/Lessons Learned: A few utility conflicts arose due to the fact that the utilities were designed and constructed in parallel paths and the as-built could not be updated fast enough to inform the various subconsultants working concurrently. CTI established complex safety protocols and was able to work successfully with Mortenson to keep the project moving at proper pace and delivered a profitable timely product to both the developer and the district.

ATKINS DEN PEÑA BLVD PROJECT MANAGEMENT TEAM (PMT) PHASE 1 RECONSTRUCTION



Project Description: The Peña PMT has provided overall project governance and direction under Atkins' leadership. Since co-locating with DEN AIM in 2017, the Peña PMT led the procurement, contract execution, and delivery of the Phase 1 Design-Build. This included direct oversight of the Contractor-led design and construction team. Atkins provided Construction Manager Christi Hurelle to handle numerous concurrent responsibilities, such as leading the QA inspection team, materials testing data review including pay factors for failing results, and involvement with over 70 Methods of Handling Traffic (MHTs) to date. Christie also led stakeholder coordination efforts to explain critical phases of work, pre-work planning with the Contractor, night shift coordination and oversight, and safety/environmental compliance throughout construction.

SOW: The overall program includes improvements to 14 mile-long Peña Boulevard between I-70 and the Terminal, with work planned for multiple project phases over approximately 10 years. Projects involve reconstruction, widening, and geometric enhancements to improve safety and operations. Phase 1 is for a Design-Build project to realign, expand, and repair Peña Boulevard between Jackson Gap and the Terminal. Peña Boulevard is the primary access route for DEN travelers and airport employees, and improvements are a significant undertaking that will reduce congestion, increase transportation efficiency, and help the airport prepare for future demands.

Project team: Atkins - Prime; Triunity, LS Gallegos, and AECOM - Subconsultants

Contract Value: \$22M (PM/CM services, not including constructed value)

Gross Fees: \$5.2M to date

Location: Denver, CO

Owner name/Current contact person/Phone number:

Michael Cloud, 303.342.4457

Outcome/Lessons Learned: Early in the design phase of the project, Triunity identified an opportunity during constructability review to eliminate an underutilized water main. Catching this change during the design phase saved the project more than \$1M by avoiding an unnecessary utility relocation. Through extensive stakeholder engagement and close monitoring of the construction contractor by Atkins and Triunity, Peña Phase 1A is complete. The reconstruction project provides a new Return-to-Terminal route, two new acceleration lanes at the Jackson Gap on ramp that eliminate weaving patterns and additional lanes on inbound Peña, improving both safety and capacity to the traveling public.

ATKINS DEN QA & SPECIAL INSPECTION SERVICES QASIS CONTRACT



Project Description: Atkins is a subconsultant to the current Prime (AECOM), delivering both full-time and seasonal QA inspectors in support of landside and airfield development programs, including special inspection services for structural steel/welding. Atkins personnel have airfield driving privileges including Limited Access Route (LAR) and Movement Area/escort clearance. In an example of supporting cost-effectiveness and fulfilling a short-term, immediate client need, Atkins provided an entry-level engineer from our graduate development program to staff the Recycle Yards and maintain progress across multiple contractors on active projects.

SOW: The active Quality Assurance and Special Inspection services contract (2017 to present) provides all aspects of construction management and inspection services for the DEN AIM group. This on-call contract supports DEN facility and airfield upgrades, including special inspection services for site/ civil, concrete, structural steel and welding, mechanical and plumbing piping. As a subconsultant, Atkins has provided technical staff to manage QA on construction projects for both landside (CDOT Specification/Testing) and airside (FAA Specification/ Testing) projects including, Runway 7L-25R, Rehabilitation (pavement and lighting); Runway 16L-34R Rehabilitation; Gate Apron Rehabilitation and Drainage Improvement (GARDI); Annual Landside Pavement Rehab; Annual Landside Erosion Control; Pikes Peak Parking Lot Rehabilitation; South Recycle Yard management staffing; Concourse Expansion (civil and structural steel special inspection); and Peña Boulevard Phase 1 Reconstruction (Design/ Build).

Project team: AECOM - Prime; Atkins, Shrewsberry - Subconsultants

Contract Value: \$65M (maximum capacity)

Gross Fees: Atkins: \$1.8M

Location: Denver, CO

Owner name/Current contact person/Phone number:

Glenn Frieler, 303.342.2933

Outcome/Lessons Learned: Atkins gained comprehensive understanding of DEN operations and specifications by supporting numerous, concurrent AIR and LAN construction projects. QA inspectors learned first-hand how important proactive coordination is with DEN project managers and other stakeholders (Airport Operations, safety, environmental, airline partners, and more) to complete quality work with minimal impact to the traveling public.

The project experience matrix below identifies the wealth of experience that the members of the CTI team bring to all phases of project development.



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Project Phase → Project ↓	CTI		Atkins		AECOM		JViation		Civil Innovations		Sunland		San Engineering		Triunity	
	Define, Design, Design Mgmt.	Project & Construction Mgmt.	Define, Design, Design Mgmt.	Project & Construction Mgmt.	Define, Design, Design Mgmt.	Project & Construction Mgmt.	Define, Design, Design Mgmt.	Project & Construction Mgmt.	Define, Design, Design Mgmt.	Project & Construction Mgmt.	Define, Design, Design Mgmt.	Project & Construction Mgmt.	Define, Design, Design Mgmt.	Project & Construction Mgmt.	Define, Design, Design Mgmt.	Project & Construction Mgmt.
International Runway	X	X			X	X	X									
Industrial Pond 009	X	X			X	X	X									
Toll plaza Relocation	X	X			X	X	X									X
Mod 4 West	X	X			X	X										
Light Rail Bridge			X	X	X	X			X	X						
Terminal Water quality and flood control pond	X	X		X	X	X	X				X					
East airfield storm system diversion	X		X			X	X									
glycol ponds relining	X	X					X									
GARDI	X	X			X	X	X				X					
Runways rehab		X	X	X	X	X	X		X	X						
Roadways Rehab		X		X		X	X		X	X	X	X				X
Airfield Pavement Rehab		X					X		X	X	X	X	X			X
Utility Tunnel remediation	X	X			X	X										
AGTS Maintenance center relocation		X		X	X											
Pena Blvd Bridges		X	X		X				X	X			X			
HTC enabling program	X					X	X									
Pike's Peak EXP PH2		X				X	X									X
Parking Revenue upgrade 21/22		X				X										
Airside employee parking renovation																
Airside employee parking remediation	X	X				X										
Landside employee parking	X					X	X									
RTD Train Tunnel	X		X	X												
Bridges A and B over	X	X				X	X									
Pena Blvd Widening Program		X	X	X					X							X
New Industrial Waste Pond (002A) design							X									
Rehab Evaluation	X	X		X		X	X		X	X			X			
EDI	X	X	X	X	X	X										
Asset Management	X		X	X	X	X										
Digital Transformation			X	X	X	X										

SUGGESTED REVISIONS TO SAMPLE AGREEMENT



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**SUGGESTED REVISIONS TO SAMPLE AGREEMENT
IN RESPONSE TO ADDENDUM NUMBER 1 OF
RFP NUMBER 202262947**

CTI respectfully requests that Denver International Airport consider the following revisions to the Sample Agreement shown in Addendum Number 1 of the RFP.

PAGE 2

C. Standard of Performance.

i. 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

PAGE 3

E. 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.

PAGE 4

3. 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 the payment, whether a periodic or final payment, shall become the sole property of the City. **CTI does not have control over how documents are used beyond their intended purpose. Thus, CTI is hereby protected against liabilities caused by such use.** 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 Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

PAGE 6

D. Remedies.

In the event Consultant breaches this Agreement, Consultant shall be liable to the City for all **reasonable** costs of correcting the work without additional compensation, including but not limited to:

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

PAGE 11

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Consultant hereby agrees to **defend**, indemnify, reimburse and hold harmless the City, its appointed and elected officials, **agents** and employees for, from ~~and against~~ all liabilities, **claims**, judgments, ~~suits or demands~~ for damages to persons or property ~~arising out of, resulting from, or relating to~~ the work performed under this Agreement ~~that are~~ attributable to the negligence or fault of Consultant or 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 the 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 the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. 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.

PAGE 12

ii. Pursuant to Section 8, 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.

PAGE 22

ADD THE FOLLOWING

17. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the Parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.

PROPOSAL FORMS



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PROPOSAL ACKNOWLEDGEMENT LETTER



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

City and County of Denver
Denver International Airport

Proposer: Civil Technology, Inc.

Date: 6/29/2022

Bill Poole, – 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 May 23, 2022, for RFP NO. 202262947, 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.

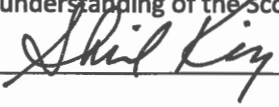
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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, #2, #3, #4

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: Sheila King

Proposer's Business Address: 2413 Washington Street, Denver, CO 80205

E-mail address: sheila.king@civiltechnology.com

PROPOSAL DATA FORM



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Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: Civil Technology, Inc.

Proposer Address: 2413 Washington Street, Denver, CO 80205

Phone: 303-292-0348 x222 Fax 303-292-1379

Email: sheila.king@civiltechnology.com

Federal Identification Number: 84-1161070

Principal in Charge (Name & Title): Sheila King, President

Project Manager for this RFP (Name & Title): Conrad Dawes, Chief Operating Officer

Equal Employment Opportunity Officer: Sheila King

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

**Parent Company Information
(If Applicable)**

Name of Company: Not Applicable

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: Colorado

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):

Not Applicable

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 President

Print Name Sheila King

Date 6/29/2022

DISCLOSURE OF LEGAL AND ADMINISTRATIVE PROCEEDINGS AND FINANCIAL CONDITIONS



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

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that Civil Technology, 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 President

Print Name Sheila King

Date 6/29/2022 DUNS #616703505

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

CONFLICT OF INTEREST FORM



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Attachment 1, Part 4 Conflict of Interest

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

If no conflict of interest exists in accordance with III-25, please sign affirmation statement.

The undersign affirms that Civil Technology, Inc. (Proposer) does not currently have existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, that might create a conflict of interest if this contract is awarded to Proposer.

Signature Sheila King

Title President

Print Name Sheila King

Date 6/29/2022

If disclosure of potential conflict(s) of interest is required in accordance with III-25, please use the following space to provide information. If Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it or others could take to mitigate the conflict. If additional space is needed, please attach additional pages.

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

Contract No. _____ Contract Name: _____

Description of conflict: _____

Proposed mitigation: _____

FORM W9



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Form **W-9**
 (Rev. October 2018)
 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.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Civil Technology, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" 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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 2413 Washington Street		Requester's name and address (optional)
	6 City, state, and ZIP code Denver, CO 80205		
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
8 4 - 1 1 6 1 0 7 0	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Shil King</i>	Date ▶ 6/29/2022
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

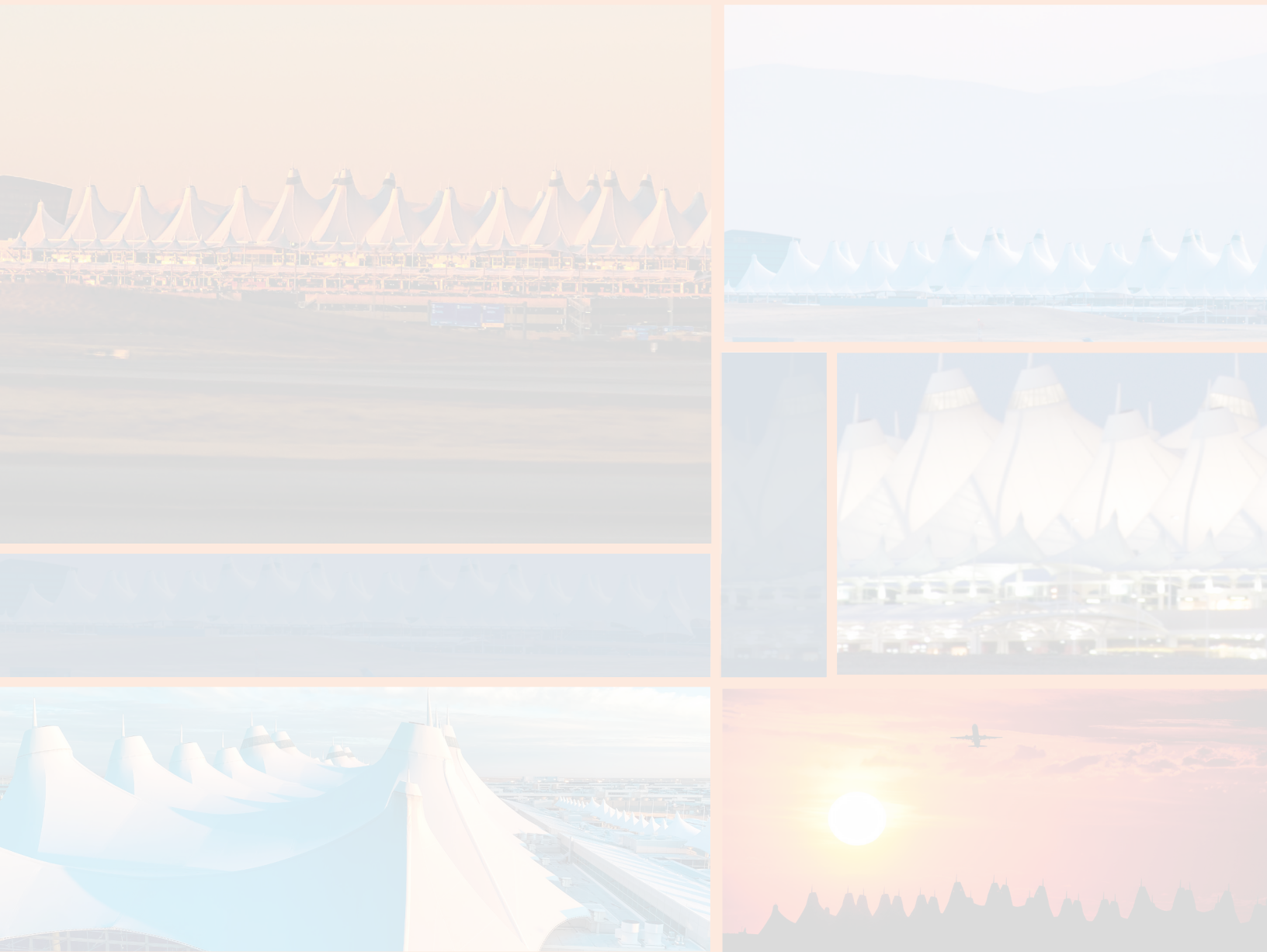
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF GOOD STANDING



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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,

CIVIL TECHNOLOGY, INC.

is a

Corporation

formed or registered on 11/15/1989 under the law of Colorado, 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 19891106731 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/28/2022 that have been posted, and by documents delivered to this office electronically through 06/29/2022 @ 16:27:33 .

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 06/29/2022 @ 16:27:33 in accordance with applicable law. This certificate is assigned Confirmation Number 14130088 .



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."

DSBO FORMS



Alignment

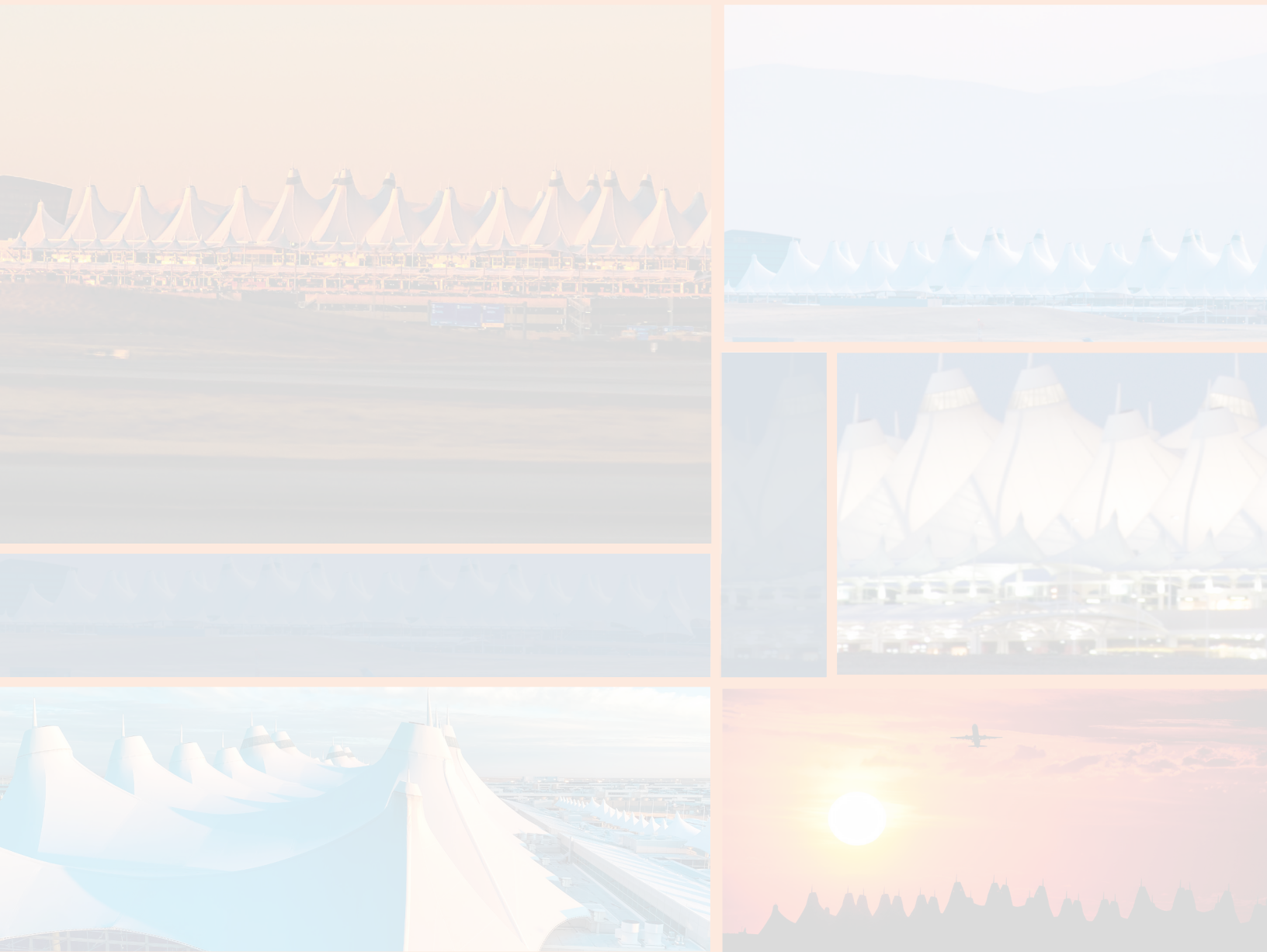


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COMMITMENT TO M/WBE PARTICIPATION



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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 35% 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 50% 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): Civil Technology, Inc.

Firm's Representative: Sheila King

Title: President

Signature (Firm's Representative): *Sheila King*

Date: 6/29/2022

Address: 2413 Washington Street

City: Denver

State: CO

Zip: 80205

Phone: 303-292-0348 x222

Email: sheila.king@civiltechnology.com

1B - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS, AND/OR SUPPLIERS



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

City & County of Denver Contract No.: 202262947

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. Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. 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: Civil Technology, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Sheila King		
Signature: <i>Sheila King</i>	Date: 6/29/2022	
Address: 2413 Washington Street		
City: Denver	State: CO	Zip: 80205
Phone: 303-292-0348 x222	Email: sheila.king@civiltechnology.com	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Atkins North America, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Kenneth P. Hawkins III, PE-VP, West Sector Manager		
Phone: 720-475-7002	Email: ken.hawkins@atkinsglobal.com	
Type of Service: Project Management Support Services, DEN Training & Mentorship to MWBE partners		

Name of Firm: AECOM Technical Services, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Alan Eckman		
Phone: 303-694-2770	Email: alan.eckman@aecom.com	
Type of Service: Architectural, Engineering and Consulting		

Name of Firm: The OMNI Group, LLC dba OGx Consulting	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)	
Firm's Representative: Alvin McBorrow		
Phone: 303-261-6320	Email: amcborrow@ogxconsulting.com	
Type of Service: Project Management and Technology Consulting services		



Civil Technology, Inc.

Name of Firm: Jviation, a Woolpert Company	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Ben Gonzales	
Phone: 303-524-3026	Email: ben.gonzales@woolpert.com
Type of Service: Staff augmentation - Engineering	

Name of Firm: Rocksol Consulting Group, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Saeid Saeb, PhD, PE	
Phone: 303-962-9301	Email: saeb@rocksol.com
Type of Service: Project Management, Construction Administration and Oversight	

Name of Firm: San Engineering	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Eduardo San	
Phone: 303-953-9014	Email: eduardo@sancivil.com
Type of Service: Civil and Structural engineering services	

Name of Firm: Triunity, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Danielle Smith	
Phone: 303-842-1412	Email: danielle.smith@triunityeng.com
Type of Service: Project Management, Scheduling, Estimating, Contract Administration	

Name of Firm: Civil Innovations, LLC	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative: Michelle Martin, President	
Phone: 970-631-2692	Email: michelle.martin@civilinnovations.com
Type of Service: Engineering, Project Management, Construction Management	

Name of Firm: MSL Strategic Advisors	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Miriam Scott Long	
Phone: 213-804-0223	Email: miriam@mslstrategicadvisors.com
Type of Service: Small Business Outreach and Inclusion	

Name of Firm: Sunland Group, 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: Brandy Waters, PE - President	
Phone: 512-590-7951	Email: bwaters@sunlandgrp.com
Type of Service: Construction Inspection	

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:	

MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)



Alignment



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MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)



ALIGNMENT



AGILITY



ACUITY

In the past, DEN’s MWBE participation requirements allowed CTI to “get a foot in the door” by serving as a subconsultant to larger firms. Now, through the process of developing this proposal, we have become partial to the view that **we have become the outcome that you are seeking to create.** We have developed a strong team bond with our teaming partners, Atkins and AECOM, and have full confidence that our firms’ shared commitment to meeting DEN’s goals will lead to our great success on this contract.



provider, positioning us with institutional knowledge that is essential to the success of DEN’s Vision 100.

CTI has embraced a corporate growth philosophy that we refer to as E³ (E cubed). We hire exceptional people, demand an exceptional effort, and achieve exceptional results. This has allowed us to be the longest, continuous provider of construction management services at DEN. CTI knows the airport better than any other

CTI’s **E³ approach** has supported us in becoming the **longest, continuous provider** of construction management services at DEN.



ALIGNMENT

CTI was also one of the early supporters of the federal government’s Justice 40 equity infrastructure program as an EDI initiative. We are also a participant in the Colorado Department of Transportation’s (CDOT) mentor/protégé program developing knowledge, skills, and abilities that prepare us for opportunities such as this one. As a protégé working with AECOM as our mentor, we have been actively utilizing this program to grow our capacity and capabilities. We have engaged Atkins as our first tier subconsultant to meld our diverse backgrounds into a common EDI vision and a singular EDI story.

Our two firms come from different life experiences regarding equity, diversity, and inclusion. The Atkins experience has a greater focus on supporting MWBEs while CTI’s experience has been as a MWBE working under non-MWBE primes. Our resulting common vision is that a combination of efforts working for, with, and as, an historically underutilized multicultural business might be exactly the kind of coordinated effort and resources needed to move the needle forward. Embracing this common resolve as our team-wide approach to EDI, we adopt an ancient saying:

“Individually we are one drop, but collectively we are an ocean.”

Under CTI, Atkins will leverage its outstanding track record in partnering with and supporting MWBEs throughout Denver and across Colorado. Through CDOT’s mentor/protégé program and similar capacity building opportunities, they have helped support the growth of firms such as TriUnity and San Engineering, and are pleased to be partnered on this opportunity with CTI. A strong supporter of Colorado’s chapter of Women in Transportation Services (WTS), Atkins’ engineer Rinal Chheda was recognized in 2022 as WTS Colorado’s Emerging Leader. Serving as Elevate Denver Bond Program Manager, Atkins supported the City’s Office of Economic Development (OED) in piloting its first Workforce Development Program. With more than half of the pilot’s projects funded by Elevate general obligation bonds, the Atkins-led program management office supported OED in its development of apprenticeship goals, communication to the community, and progression toward its current Denver Construction Careers Program.

a. Small Business Certification and Contract Management System: B2GNow

- › User: Sheila King (CTI), Subcontracts/EDI Management
sheila.king@civiltechnology.com 303.292.0348

b. Project Manager

- › Conrad Dawes (CTI)
conrad.dawes@civiltechnology.com 478.302.8986

c. Controller

- › Sheila King (CTI), President
sheila.king@civiltechnology.com 303.292.0348

d. Superintendent n/a

e. Outreach/Community Engagement Coordinators

- › James Ellis (CTI) *Lead*
james.ellis@civiltechnology.com 303.292.0348
- › Miriam Long (MSL Strategic Advisors)
miriam@mslstrategicadvisors.com 213.804.0223
- › Sheila King (CTI)
sheila.king@civiltechnology.com 303.292.0348
- › Abdul Shanwar (CTI)
abdul.shanwar@civiltechnology.com 303.292.0348
- › Scott Richrath (Atkins)
scott.richrath@atkinsglobal.com 720.737.5671

B. MWBE Utilization Strategies

While the *quantity* of MWBE participation helps to keep the doors open, **it is the quality of participation that grows our companies.**

CTI has extensive institutional experience and knowledge of the airport through our successful performance of work for DEN in our capacity as a subconsultant within a task order environment. This has helped to inform us that new and existing MWBE businesses can face a great deal of uncertainty regarding the extent of work and participation that they may receive. Understanding this perspective allows us to build in solutions that help minimize uncertainty. Though each situation will be different, **our baseline commitment is that while we will bring the best qualified staff to perform the work, our MWBEs will receive the first priority and this will be true on every task order.**



Should this commitment create a situation where one firm is getting more than their share of the work, CTI's Outreach Coordinator, James Ellis, will engage with Principal Project Manager, Conrad Dawes to arrange a more fair distribution

of tasks. The team member receiving the predominant portion of the work may then be tasked with mentoring an appropriate MWBE firm to ensure they can perform the work with equal competence on future task orders. We will always provide quality first and stand steadfast in supporting MWBE utilization as one of the many tools that we use to meet this commitment.

As a monitoring tool, our subconsultant, Atkins, maintains an MWBE dashboard for its work as the prime on several on-call contracts with the City's Department of Transportation & Infrastructure. For their on-call contracts received since 2018 (Elevate Bond Program, General Civil, and Program Management), they are exceeding its MWBE goals. In fact, for the contract with the highest goal, **Atkins has surpassed the 35% requirement for Program Management (Category 13) by providing meaningful roles to subconsultants who have performed approximately 50% of the work to date on that contract.**

C. Technical Assistance and Support Services

Within the framework of our team, each of us is responsible for the success of all of us as in our use of formal and informal mentoring. Both CTI and Atkins have been participants in formal mentoring through the CDOT mentor-protégé program. In the case of CTI, we are the protégé and have brought our mentor organization, AECOM, as a subconsultant to this project. We believe that combined with Atkins, this gives our team more depth and DEN-specific expertise than any other team and allows our team to exercise a level of critical mass regarding a knowledge of formal mentoring combined with a demonstrated willingness to engage MWBE's in a supportive and capacity-building relationship. While this contract requires 35% MWBE participation, we are committed to 53% participation exceeding the target of Justice 40. We believe that while the quantity of participation helps to keep the doors open, **it is the quality of participation that grows our companies.** This requires deliberate opportunities for each MWBE and can only occur where there is sufficient expertise, technical assistance, and administrative support. **We have a team that is built to meet this goal without putting the project or the client at risk. This is due to our size, depth, experience, knowledge, and commitment that within the framework of our team, each of us is responsible for the success of all of us.**

Our team will utilize the demonstrated expertise and track record of Atkins and AECOM to support our ability to provide a smooth transition to dashboard development and meeting all of DEN's software platform requirements. To illustrate, a PowerBI dashboard (**Figure 1**, page 3) monitors its progress monthly toward MWBE goal attainment at the task order and subconsultant level. The dashboard sample shows both the monthly collective payments to MWBEs

DocuSign Envelope ID: 2A9C8FD3-D03B-4D00-A74E-5D9811AB993A across multiple task orders at 20%. At the contract level for the task orders selected, it demonstrates exceeding the 9% Elevate/RISE goal as well as the 35% Program and Project Management goal.

D. Procurement



CTI has identified two levels of procurement as it relates to this current proposal and scope of work. First, in assembling our team we have layered great expertise over significant bench depth and experience. We have accomplished this

while procuring significant MWBE participation through CTI's prime role and including MWBE subconsultants Triunity, OGx, Civil Innovations, Sunland, and San Engineering. To this procurement we also bring MSL Strategic Advisors (MSL), demonstrating our ongoing commitment to bringing new partners to DEN and creating new opportunities for adding other MWBEs to our firm in the future.

Additionally, we anticipate an ongoing process for the creation of a *Supplier Diversity and Inclusion Plan*, building on our existing information of vendor and supplier databases in combination with ongoing interaction and engagement with the MWBE community. In responding to each PS-02 (Task Order Request for Proposal), in addition to the fee proposal spreadsheet, schedule, and time and materials not to exceed fee, we will include our observation of whether the task order could create a new opportunity for an MWBE identified in our database. We will present these opportunities to DEN project managers and staff to be certain that we understand the goals and objectives to be achieved by the scope of work, and will look to DEN's request for further information should they decide to pursue the opportunity.

E. Communication and Vendor Management

When it comes to communication and vendor support for our MWBE team members, we believe the simple, best practice of engaging in a consistent and ongoing communication process ensures MWBEs receive information as well as have a voice that is recognized.

CTI's outreach coordinator, James Ellis, will be responsible for reaching out to each of our MWBE team members individually as well as overseeing monthly meetings where all of our MWBE subconsultants are brought together. These meetings will allow the subconsultants to share issues and concerns while providing an opportunity for CTI to update them on any schedule issues, upcoming work, quality concerns, performance expectations, future opportunities, and documentation and reporting requirements. Too often, when the subconsultants have little or no work, the thing that suffers most is their ability to build relationships both within the team as well as with the client. CTI will design the agenda for these meetings and coordinate activities in a manner that allows all the subconsultants to achieve and share in these benefits.

CTI possesses in-depth knowledge of DEN operations, practices, security protocol, and safety requirements.

Because of our extensive experience and knowledge in these areas it is our plan to provide an orientation and training for our subconsultants to share what we know and to deepen their understanding of these vitally important issues. This will include improving the customer experience related to project impacts, and how to best support their needs in a high-security and high-safety environment that must remain fully operational 24 hours a day, seven days a week. This training will work in concert with a customized on-boarding program that Atkins has used with great success with the City of Denver. This includes metrics built around ensuring that everyone on our project team can be deployed with minimal delay and are ready to work from Day One.

James will be the primary point of contact regarding MWBE utilization and all related activities. Additionally, he will establish meetings to understand MWBE business plans and offer recommendations when the project engages in scopes of work that align with our MWBEs' desired capability or capacity building goals.

F. Past Performance

CTI's past performance regarding its commitment to equity, diversity, and inclusion is long-standing and unwavering. We have been a champion of the minority community and historically underutilized businesses in the Denver area for several decades, and have been awarded by various local and state entities for our efforts (**Figures 2 and 3**).

CTI: PROJECT DIRECTOR for DENVER'S NEIGHBORHOOD MARKETPLACE INITIATIVE

CTI was selected by the City of Denver to serve as the Project Director for the city's "Neighborhood Marketplace Initiative." CTI worked with the city, residents, and businesses in the Five Points neighborhood to develop and implement a program to revitalize the Welton Street Business Corridor and support local transit-oriented development. The project produced increased mobility options, access to jobs, elimination of blight, the creation of the Five Points Business Development Office, and increased housing opportunities, resulting in a much healthier community. The subsequent impact of this work was reported to be hundreds of millions of dollars in development and over 150 additional residential units built.



Figure 2. CTI's Neighborhood Initiative

Martin Luther King, Jr.
Business Social Responsibility Award
 State of Colorado
Outstanding Woman-owned Business Award
 Colorado Black Chamber
Business of the Year Award
 Downtown Denver Partnership
Business of the Year Award



Figure 3. CTI's local and state-wide recognition

G. Proposer's Culture

Our external commitment to equity, diversity, and inclusion could not exist without our significant internal commitment at CTI. **For most of our 30+ years, CTI has lived this commitment.** Recently, we have focused on codifying our policies, practices, training, and procedures in the area of EDI. We have included our organization's *Equity Diversity and Inclusion Statement (Figure 4)*, as well as our *ED&I Commitment, Employment Practices, and Policies (Figure 5)* which we will execute with our strategic partners. The *Different Makes a Difference* program (Figure 6) demonstrates the common commitment we share with our major subconsultant, Atkins.

Civil Technology, Inc.
 Equity, Diversity, and Inclusion Statement

Civil Technology, Inc. (CTI) is a historically underutilized multicultural, small, minority, and women-owned business enterprise. Equity, diversity, and inclusion have been a part of our DNA for over 30 years. This includes efforts as recent as the Justice 40 initiative and our commitment to 40% participation when we prime work. However, it also goes back as far as acknowledgement and compliance with original equity efforts like the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and other related local and federal law.

We do not discriminate based on race, religion, national origin, disability, age, sex, gender identity, or sexual orientation. This is demonstrated in our general employment practices and policies.

As an MWBE we truly are reliant upon the excellence and professionalism of our employees. It is profoundly important that the people within our organization can work synergistically resulting from an environment of mutual trust, respectful collaboration, and valuing the unique attributes that make us different in ways that author creativity, innovation, independent thinking, and visionary solutions. **This level of excellence only occurs when we engage the full diversity of our employees' talents in ways that invite them to participate as their full and authentic selves. This is where our business lives.**

Figure 4. CTI's ED&I Statement

-  We hire **diverse leaders** who are active role models and have been recognized by multiple agencies for our **minority leadership**.
-  We engage a **multi-cultural recruitment team** and emphasize recruiting from a **wide range of backgrounds**.
-  **Paid sick leave and personal time off** is offered through our PTO program and our **contribution to employee healthcare costs** is above industry average.
-  We support **work-life balance** by offering a flex-work program and provide a **living wage** for each employee and a **401k** to build personal wealth.
-  We **encourage, support and pay for training** that builds employee skills and regularly **engage and support disadvantaged communities**.
-  We **commit to mentoring others and being mentored**, and continuing to **foster MWBE and underutilized businesses**.

Figure 5. CTI's Employment Practices & Policies

Future Initiatives



ALIGNMENT

Decision Intelligence, which has the capability to accelerate your strategic and operational decision velocity, combined with advanced project management technology can do a lot to facilitate the planning and delivery of DEN projects.

Together, these tools can reduce project life cycle costs while improving asset management, reducing energy costs, and advancing facility sustainability and resilience. The resulting reduction in wear and tear on systems improves asset up-time and leads to smoother operations and an overall improved customer experience.

There is a significant EDI component to this approach. Technology was intended to be a bridge to foster equity, but in application, there may be more work to be accomplished.

When we combine our differences, we truly make a difference. So our commitment is to create and maintain an inclusive culture where everyone belongs, can be their true self and can reach their full potential.

Ian L. Edwards, President & CEO, SNC Lavalin



OUR OBJECTIVES

- EDI is embedded culturally. All our HR/business processes will adhere to our EDI internal standard.
- We will be a respected voice both inside and outside of our sector to accelerate change.
- We will have a supply chain that mirrors the communities we serve.
- Have no barriers perceived, potential or actual.
- All staff are confident to raise EDI issues and trust that it will be addressed objectively. We will all be confident in challenging exclusive behaviours at source and holding each other to account.
- We will increase female representation across our whole organisation by 2025. *Targets for other underrepresented groups to be set at regional level.
- We will have a diverse talent pipeline that includes all underrepresented groups.

Figure 6. SNC Lavalin/Atkins ED&I Commitment

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 In response, CTI draws together an extraordinary technology component within our team that is well equipped to usher DEN into Vision 100. We understand that the future is the digital capturing of data that provides for life cycle planning and asset management of smart infrastructure and facilities. In pursuit of Vision 100 and the future that goes with it, **CTI's vision for the next five years is to ensure that instead of being left behind by technological advances, MWBEs will be integral to the process of getting there.**

Our project will empower small firms by enhancing their technical capabilities, strengthening their software and data management skills, and placing them in meaningful, critical roles that improve DEN's use of technology and digital information. Through a formalized onboarding program, MWBE representatives will gain experience in BIM 360, Oracle Unifier, Primavera P6, and Power BI dashboards, implementing innovative solutions for management of DEN's infrastructure projects.

Atkins has made significant investment in technology, from Building Information Modeling to Program and Project Management, and has not only led many tech initiatives for DEN and the City and County of Denver but has globally pioneered a digital future for the entire industry. Its *Digital Futures* initiative—centered on program and project management, asset management, and the “data ecosystem”—has enabled clients to better leverage real-time information for improved decision making and reduced project management costs. (Figure 7).

CTI TEAM: EDI IN PRACTICE

EQUITY. Through enabling processes like protégé programs, commitment to capacity building, and equal access to technology, **MWBEs** are positioned to successfully complete **50% of the work.**

DIVERSITY. Our team of 11 is diverse in size, experience, specialty, gender, race, opportunity, resources, and cognitive perspectives.

INCLUSION . **Over 50%** of our team are **MWBEs, experienced and qualified.**

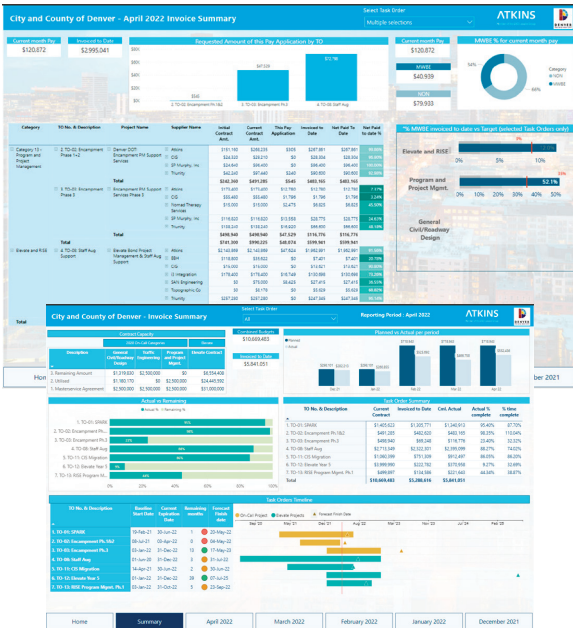


Figure 7. Example of Atkins' customized PowerBI dashboards for CCD.

Throughout this contract, Atkins' Scott Richrath and Matt Cirulli along with Alvin McBorrough (OGx) and Mark Hughes (AECOM) will bring their digital team to spearhead the technology innovations of this mentor/protégé program. By integrating small business team members into critical aspects of DEN's integration of project management and data analytics, the program will simultaneously strengthen the technical competencies of our MWBE team members.

DIVERSITY SURVEY



Alignment



Agility



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Diversity and Inclusiveness* in City Solicitations Information Request Form

Submission date: **1 July 2022, 1:03AM**

Receipt number: **361**

Related form version: **5**

Page 1/2

Business Email Address **sheila.king@civiltechnology.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 **Integrated Project Management Support Services
(IPMSS) - Infrastructure**

Solicitation No. (If Applicable) **202262947**

Name of Your Company **Civil Technology, Inc.**

What Industry is Your Business? **Professional**

Street Address **2413 Washington Street**

City **Denver**

State **CO**

ZIP Code **80205**

Business Phone Number **303-292-0348**

Business Facsimile Number **303-388-9512**

Page 2/2

1. How many employees does your company employ? **11 - 50**

1A. How many of your employees are full time? **22**

1B. How many of your employees are part time? **0**

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) *

Civil Technology's policy is to provide equal opportunity for all applicants and employees without regard to race, color, creed, religion, national origin, sex, gender, age (except where gender and age are a bona-fide occupational qualification as defined by law), ancestry, marital status, sexual orientation, qualified disabled veteran, or physical or mental disability, or physical or medical condition (except where disability prevents the individual from being able to perform the essential functions of the job and when the individual cannot be reasonably accommodated). Civil Technology will not tolerate, and specifically prohibits, any employment-based reprisals, harassment, or any other form of retaliation against anyone who brings a complaint of discrimination or who speaks as a witness. Rights of pregnant women to be hired, promoted or to remain on the job should be solely on ability to perform the job. Formal training is provided when necessary. Informal training is provided at least once per year or on an as-needed basis by internal staff. Education, when needed for job growth, is provided for all and the annual budget is approximately \$20,000.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees? **Yes**

5. How often do you provide training and diversity and inclusiveness principles? **Annually**

5.1 What percentage of the total number of employees generally participate? **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)

Currently, the achievement of diversity and inclusiveness in supply and procurement activities relates to working with other small and disadvantaged companies, and diverse employees. At this time, Civil Technology does not offer formal training or mentoring programs. Civil Technology is small enough to inform all staff of company goals and help each other work toward the same diversity and inclusiveness goals. However, Civil Technology is engaged in the first year of a 2+ year mentor-protege program with AECOM Technical Services, Inc. James Ellis will serve as Civil Technology's EDI officer. Civil Technology does seek referrals for talent. Civil Technology does help facilitate outreach programs and attends outreach programs. The budget for these activities is approximately \$8,000.

7. Do you have a diversity and inclusiveness committee? **No**

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**

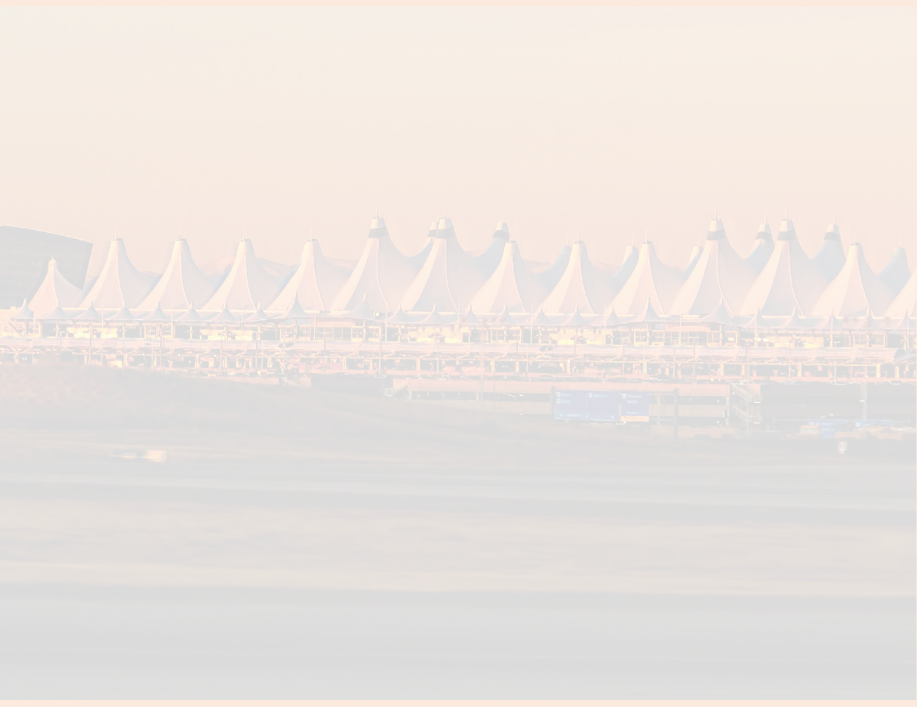
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge. **Check Here if the Above Statement is True.**

Name of Person Completing Form **Sheila King**

Today's Date **6/30/2022**

NOTE: Attach additional sheets or documentation as necessary for a complete response.

RESUMES



Alignment



Agility



Acuity

Resume

Certifications | Affiliations

- Diversity, Equity, and Inclusion in the Workplace Certificate
- Professional Manager Certification
- Leadership Montgomery Graduate
- Certified Fundamental Interpersonal Relations Orientation – Behavior (FIRO-B) Practitioner
- Certified DiSC Practitioner
- Project Management Institute

Education

- M.S. Organizational Leadership – *Colorado State University*
- B.S. Operational Management – *DeVry University*
- National and International Security Leadership Seminar – *Alan L. Freed Associates*
- Leading Strategically - *Center for Creative Leadership*

Tenure

- 20+ years of Federal Government projects/ experience
- < 1 year with CTI

Conrad A. Dawes Jr.

Civil Technology Inc., Project Manager

Professional Biography

Proven leader with 23 years of leadership experience serving at the highest levels within the Department of Defense. His diverse experience ranges from leading acquisition teams responsible for defining and building satellite infrastructure requirements to managing a dynamic portfolio comprised of 42 programs, 26 projects and 498 teammates.

Relevant Experience | Highlights

Operations Officer | US Air Force | February 2021 – May 2022

- \$3.4 Million Electronic Warfare capability test, accepted and deployed by the US Air Force.
- Lead 7 subconsultants responsible for the successful execution of complex SOWs, \$5.2 million in operations cost, and hybrid work schedules for 498 teammates supporting global clients.

Project Manager | US Air Force | July 2019 – February 2021

- Designed/Developed/Executed 90 hour Executive Level Experience aligning with principal guidance for over 1K Air Force senior leaders.
- Designed/Developed/Executed distant learning experience for 16K mid-level managers, illustrating both organizational agility during COVID 19 restrictions; \$1.1 million in savings as a result of this experience.

Adjunct Professor | Air University | June 2016- July 2019

- Critical partner in securing \$3.1M for Professional Military Distance Learning platform for 55K leaders, skillfully liaising between our national level client and customers.
- Selected by Air University and the City of Montgomery to participate in a 1-year leadership fellowship, developing a deeper strategic understand of governance and community partnership.

Project Manager | US Air Force | June 2013 – June 2016

- \$1.9 billion Space Based Infrared System acquisition lead
- Established multiyear cost-effective measures for 2 international clients; \$716K in savings for US taxpayers.

Resume

Abdul Shanwar

Civil Technology, Inc., Vice President

Professional Biography

Abdul developed his experience from both a wide base of education in engineering and construction management, and through field engineering and contract administration of mega projects. Abdul has expertise in performing negotiations, claims merit, analysis and settlement, project closeouts, project control, quality assurance and special inspection management, and project management on a wide range of projects at DEN; preparing bid documents and writing RFP's, planning and design management; authoring procedures and general requirement specifications; supervising Civil Technology staff in the performance of construction management on a wide range of projects with different delivery methods and working on all phases of the project life cycle from inception to operation and maintenance.

Relevant Experience | Highlights

Senior Project Manager | DEN | 1996-2014

- After extensive education in both Civil Engineering and Construction Management, Mr. Shanwar joined the Program Management Team of DEN in 1992. Administering the changes on Concourse B base building. And then managing the close out of all specialty electronic projects.
- After DEN opened, in addition to closing projects and claims, Mr. Shanwar managed several Task Orders to obtain the Certificate of Occupancy for DEN. He managed procurement, design and construction worked on initiating task orders as well as managing construction projects, QA Lab for the international runway, Terminal Roadway and Canopy project and added a new Mod 4 West parking structure. Concourse A commuter facility expansion and several on call contracts. In addition, Mr. Shanwar managed geotechnical studies at DEN and 27 research studies and reviewed all geotechnical reports generated between 1998 and 2014.
- Since 2012, Mr. Shanwar has supported DEN engineering staff to prepare contracts, authored and collaborated all other DEN's department operational requirements including FAA regulations on safety and survey, NFPA and NEPA requirements, pay app procedures, as-built, scheduling, closing, security, OCIP, administrative procedures as well as wide variety of quality control/quality assurance procedures to accommodate wide range of contract deliveries.
- Mr. Shanwar has been managing Civil Technology operations and inspection services

Relevant Experience | DEN Projects

(The following tasks all performed at DEN)

- Program Management
- Project Management
- Claim Analysis
- Technical Specs writing
- Project Control
- QA and Special Inspection Management
- Contract Procurement

Certifications | Affiliations

- PMI National and Mile High Member
- ICC International and Colorado Chapter member

Education

- PhD. WAD, Civil Engineering, Colorado State University.
- MSc. Construction Management, Colorado State University
- MSc. Civil Engineering Colorado State University
- BSc. Civil Engineering University of Baghdad.

Tenure

- 36 years of industry experience
- 28 years with CTI

Resume

Relevant Experience | DEN Projects

Mr. Ellis has been involved with Stapleton Redevelopment, the Denver Justice Center, Denver Union Station, the I-225 Extension, and the North Metro Rail Line projects.

Certifications | Affiliations

- Program Management Academy
- Design and Construction Network Project Management
- Past-President, North City Park Civic Association
- Past-Chairman, African-American Leadership Institute
- Past-President, Black MBA Association Denver Chapter

Education

- Business Administration, U of Pennsylvania
- Bachelor of Science, Architecture, University of Chicago

Tenure

- 30 years of industry experience
- 10 years with CTI

James Ellis

Civil Technology, Inc., Director of Transportation/Infrastructure Construction

Professional Biography

James brings more than 30 years of planning, as well as program and project management of major public infrastructure projects in the greater metropolitan Denver area. Responsibilities have included multi-discipline technical supervision, overall project planning and team organization, subconsultant oversight, budget and schedule control. In his work with Civil Technology Inc., James has coordinated internal workforce recruitment for Civil Technology and served as Civil Technology's "Workforce Initiative Now" Coordinator for several Regional Transportation District Projects.

Relevant Experience | Highlights

Director of Construction and Facilities Development/Program Manager | \$250M Bond Program | Adams 12 Five Star School District

- This program included the implementation of a District-wide facilities policy, as well as initiating long-range facilities master planning protocol for the District.
- Planning included auditing the condition of each of the District's facilities as well as CIP planning. The program also included selection and oversight of design services, procurement and bidding, construction management, as well as an extensive commissioning and closeout process that was integrated into the District facilities and maintenance programs.

Director of Public Works | Jefferson County

- Responsible for Jefferson County's growth and development departments. This included a combined total of approximately 300 FTEs and a combined annual budget of over \$45 million in operating budgets and capital project funds.
- Areas of responsibility included Land Planning, Zoning, Transportation Planning and Engineering, Building Department, and Road & Bridge Maintenance.
- Responsible for the comprehensive determination of long-range requirements like the Jefferson County Vision and County-wide strategic planning effort as well as for the coordinated five-year Capital Improvement Projects plan.

Resume

Susan Ostergaard

Civil Technology, Inc., Senior Chief Inspector

Professional Biography

A highly motivated, enterprising, results oriented professional with proven ability to produce through innovative planning, cautious analysis, precise documentation and strategic implementation. Employ excellent oral and written communication to creatively meet the challenge of motivating and coordinating team cooperation.

Relevant Experience | Highlights

Senior Chief Inspector | Civil Technology, Inc. | 04/2016 - Current

- Performs inspections of buildings to confirm that the construction is in accordance with the submitted plans, codes, reviews submitted plans, reads / interprets blueprints, and inspects construction activities to ensure it is built in a safe manner and in accordance with the adopted codes, the plans, and specifications.
- Reviews quality of materials and methods of construction; Assists in the training of new inspectors.
- Special inspection for rebar and concrete.
- Manages Inspectors for new facility projects, reviews dailies, assists inspector with issues. Communicates with PM's, and PMT any issues, schedules and needs of project.
- Inspector evaluations, mentors and encourages inspectors to obtain more certifications.

Combination Inspector II

- Provides or coordinates technical inspections for: general construction, structural, concrete, and soils. Inspections and enforces compliance with applicable codes.
- Examines plans, specifications, submittals and RFI's to determine compliance with contract documents.
- Determines compliance or non-compliance with code or contract document requirements and recommends appropriate corrections, enforcement, and/or compliance action to remedy the compliance issues.
- Prepares written reports and maintains records of inspections performed.
- Constant communication with Denver International Airport Operation regarding traffic control, striping/removals and lane closures.

Relevant Experience | DEN Projects

- Pena Bridge Rehab
- Pena Welcome Sign
- Erosion Control 2017
- Triple Stack Project
- Fire Station 35
- Annual Pavement Rehab – 2017 Landside
- Quincy & Queensburg Paving
- Erosion Control 2018
- Annual Pavement Rebab 2018 Landside
- Landside Employee Temporary Lot
- GARDI SE
- GARDI NW
- Great Hall
- CCA A West Expansion
- CCB B West Expansion
- CCB B East Expansion
- CCC C East Expansion
- Terminal Tent Maintenance
- ARFF Simulator Project
- ARFF 1 Roof Repair
- Boiler 2
- Pikes Peak Restoration
- Pump Rooms A&C

Certifications | Affiliations

- ACI Field Testing Level I
- Traffic Control Supervisor
- ACPA–Concrete Pavement Inspector Level I
- Erosion Control Supervisor
- Commercial Building inspector ICC
- Fire Inspector 1 ICC
- ACI Concrete Construction Special Inspector

Tenure

- 17 years of industry experience
- 7 years with CTI

Resume

Certifications | Affiliations

- Chartered Engineer (UK)
- International PE (UK)
- Certified Construction Project Manager
- Certified Construction Mediator
- Construction Institute
- Project Management Institute
- American Society of Civil Engineers
- National Society of Professional Engineers
- Society of American Military Engineers

Education

- MBA – Harvard University
- Executive MBA – LaSalle University
- BSME – University of Illinois

Tenure

- 40 years of industry experience (*on over \$22 Billion of civil projects*)
- <1 year with CTI

Thomas Tanke, CEng, IntPE

Civil Technology Inc., Project Manager

Professional Biography

Seasoned professional with 4 decades of experience in managing complex Construction Projects from development to delivery encompassing planning, monitoring, controlling phases of project lifecycle, overall inter-discipline coordination, administration and resource planning.

Relevant Experience | Highlights

Project Executive | USACE | 03/2010 - 12/2010

- \$81.3 Million Main Runway Replacement at Andrews AFB
- Overall management of subcontractor responsible for quality, safety and scheduling of runway replacement used by Air Force One..

Project Executive | USACE | 01/2011 - 11/2011

- \$17.8 Million runway repair at Travis AFB
- Overall management of all activities involving the selective demolition and replacement of various sections of Runway3R/21L (10,995 ft).

Project Manager | 9th Engineering Squadron | 10/2011 - 01/2012

- \$6.6 Million hanger flooring and apron repair for USAF Beale, AFB
- Overall management of all activities involving the demolition and repair of two U-2 aircraft hangers and adjacent aprons.

Project Manager | USACE | 04/2008 - 10/2008

- \$5.65 Million Fighter Aircraft Staging Apron
- Complete excavation, grading and concrete placement of secure aircraft staging apron.

Resume

Relevant Experience | DEN Projects

(Below tasks performed at DEN)

- Contract Negotiations
- Cost Estimating
- Scheduling
- Specification Writing
- Quality Control
- Management
- Claims Analysis
- Capital Improvement
- Project Programming

Certifications | Affiliations

Professional Engineer

- Colorado, #21000

Education

- Bachelor of Science, Civil Engineering, Missouri University of Science and Technology

Tenure

- 35 years of industry experience
- <1 year with CTI

Mike Steffens, PE

Civil Technology, Inc., Project Manager

Professional Biography

Mike has expertise in construction management as both a Project Manager and Director of Infrastructure with proven experience in leading teams to complete projects on time and within budget. His work includes: Maintaining Lines of Communications, Staff Supervision, QA/QC of Plans and Specifications, Planning and Scheduling, Estimating and Cost Control, and Soliciting and Analyzing of Bids/Proposals

Relevant Experience | Highlights

Construction PM | Stapleton - Concourse C Expansion | 1983 - 1989

- Worked on Air Cargo Road; including bridges over Sand Creek, UPRR tracks and I-70
- Concourse E required approximately 10 new gates and numerous smaller projects.

Construction PM | Denver International Airport | 1989 - 1998

- Initial terminal and concourse earthwork (approx. 25M cu yds)
- Concourse B shell, Concourse B finishes, Concourse B parts distribution facility (and closed out many other projects as consultant personnel left or were let go.)

Manager/Director of Infrastructure and Construction | DEN Engineering Office | 1999 - 2010

- Managed the Roadway Facility Management Team to define landside roadway and parking lot projects for the 5 year CIP.
- Managed 12 city employees who were responsible for all airfield and landside pavement design and construction, storm and sanitary sewer lines and overall site drainage. My group also included the Survey Section (Professional Land Surveyor and three survey crews) who were responsible for performing all land surveys related to tenant leases and quality assurance surveys of construction contractor work.
- Responsible for a staff augmentation contract which varied from 25-55 staff that provided design and construction PMs, contract administrators, schedulers, cost estimators and inspectors. The contract was also responsible for operating the Airports Quality Assurance Material Testing Lab. Performing various soils, asphalt and concrete testing.
- The Infrastructure Section had an annual CIP that varied from \$5M to \$55M per year. The building construction we managed varied from \$10M-\$30M per year.

Resume

Khalid Abidi, Electrical Engineer

Civil Technology, Inc., Electrical Inspector

Professional Biography

Khalid is a self-directed and reliable individual, exercising sound judgment and wise use of resources in coordinating project schedules, delegating tasks, and organizing workflows, with an eye toward streamlining operational processes. Adept at short- and long-term electrical system troubleshooting. He holds a current Electrician's License. Fluent in Arabic, French, and English.

Relevant Experience | Highlights

Electrical Inspector | Civil Technology, Inc. | 09/2020 - Current

- Examine electrical systems and equipment.
- Inspect new and existing sound and security systems, wiring, lighting, motors, and generating equipment.
- Inspect the installation of the electrical wiring for heating and air-conditioning systems, appliances, and other components.
- Keep records and write reports.
- Report findings to contractors or government agencies.
- Report violations.
- Stop construction of non-compliant installations.
- Examine and inspect wire harnesses, control panels, coaxial cables, and electrical jig boards, for completeness of assembly, quality, and conformance to blueprints.
- Inspect wiring of assemblies for accuracy of stripping, soldering, and crimping, and for defects.
- Look for frayed wires and loose connections.
- Test continuity.
- Compile inspection reports.
- Write up recommendations for improvement.
- Verify wire and cable length.
- Examine parts and assemblies.

Electrical Engineer | MDP Engineering Group | 04/2019 – 02/2020

- Skillfully conducts field surveys – collecting key data surrounding existing lighting and power systems.
- Examines technical drawings and specifications of electrical systems – ensuring installation and operations conform to applicable standards and customer requirements.
- Executes detailed calculations of fault current calculation and voltage drop.

Relevant Experience | DEN Projects

- Concourse A Expansion
- Concourse B & C Sewer Pump Repair
- Pump Rooms
- Parking Revenue
- Fire Alarm Pump
- Xcel Vault Relocation
- Concourse A&C PCAIR

Certifications | Affiliations

- Electrical Journeyman License

Education

- Bachelor Of Science In Electrical Engineering, Concentration in Power & Control Systems, MSU Denver

Tenure

- 8 years of industry experience
- 2 years with CTI

Resume

Hayel S. Dahleh

Civil Technology, Inc., Construction Inspector

Professional Biography

A hardworking and experienced individual with a solid knowledge in ICC building code, ACI manual, AISC manual, CRSI manual of standard practice, ASTM standards, who has 5+ years of experience at Denver International Airport.

Relevant Experience | Highlights

Construction Inspector | Civil Technology, Inc. | 02/2019 - Current

- Responsible for quality assurance for the following projects: Concourse C and A expansion project
- Perform Firestop special inspection for through systems, fire-resistant joint systems and perimeter fire containment systems. Firestop systems are inspected to ASTM requirements as specified by the IBC. Visual witness and destructive performed for verification of firestop system.

Construction Superintendent/Inspector | Consolidated Contractors Company | 06/2016 - 04/2017

- Responsible for construction work and inspection for the \$200 million new refinery and tank farm project including underground utilities, concrete works, asphalt roads and steel structure.

Field Engineer/Inspector | Saudi ABCD Group | 09/2011 - 05/2016

- Responsible for several construction management aspects of a \$3.0 billion new airport project including field supervision and quality control as well as production and coordination and resolving technical issues related to several work packages including underground utilities, roads, concrete works and several types of building finishing.

Relevant Experience | DEN Projects

- Performs pre-inspection to ensure that all planned work and all materials are within the standard in conformance to applicable drawings & specs

Certifications | Affiliations

- IFC- International firestop special inspector
- Intertek firestop special inspector
- ACI Field Technician Level I
- CDOT Concrete Pavement Inspector Level I
- CDOT Basic 3 Math, Plan reading, Surveying
- ICC- Reinforced Concrete Special Inspector
- ICC- Commercial building inspector-B2
- ICC- Spray Applied Fire Proofing Special Inspector
- ICC- Structural Masonry Special Inspector
- ICC- Special Inspector General Requirements-GR
- Traffic Control
- Confined Space Supervisor 2018 – Current

Tenure

- 35 years of industry experience
- 9 years with CTI

Resume

Mark A. Percy

Civil Technology, Inc., Project Manager

Professional Biography

Experienced project professional who has managed projects from the Design and / or Construction disciplines and understands projects from the Designer's, Contractor's, and the Owner's perspectives.

Relevant Experience | Highlights

Owner | Wapiti Project Services, LLC | 11/2018 – Current

Consulting with a small specialty construction company in order to improve their professionalism and modernization, secure larger General Contractors as customers, increase number of projects won and thus overall income, enlarge customer base, and expand project scope. Also available to consult with other contractors, designers, and owners. Performs the following tasks, due diligence research, peer reviews, bid preparation, submittals, change orders, field supervision and observation, and problem resolution via CAD and sketches.

Aviation Project Manager | AECOM | 07/1997 - 01/2013

Owner's Representative at Denver International Airport assembling and issuing project documents at the direction of DIA's Design Manager, manage construction projects at the direction of DIA's Construction Manager, solicit, award, and manage consultant contracts, and Capital Improvement budgeting.

Sampling of Managed Projects below.

- Re-roof 3 Concourses and 1 Fire Station (US\$ 17.5M) Design/ Construction Project Manager
- Five Vehicle Storage Buildings (US\$ 16M) Design Project Manager
- Overwing (L2) Passenger Loading Bridges (US\$ 7.5M) Design/Construction Project Manager
- Passenger Walkway / Elevator Replacement (US\$ 13M) Design / Construction Project Manager
- Five New Gate Additions (US\$ 7.7M) Design / Construction Project Manager
- Loading Bridge Replacement (US\$ 24M) Construction Project Manager

Assistant Design Project Manager | DMJM/TRI (AECOM) | 07/1992 – 03/1994

- Owner's Representative at Denver International Airport during original construction assisting DIA's Concourse B Design Project Manager. Duties included monitoring Designer of Record's performance, review documents for technical accuracy, construction coordination meetings, issuing projects for bid, vendor presentations and RFP's, presenting changes to Change Control Board, and solving field issues.

Relevant Experience | DEN Projects

- Concourse B Base Building (US\$ 500M+)
- Concourse B Tenant Improvements (US\$ 500M+)
- Aircraft Parts Distribution Facility (US\$ 8M +)
- Pneumatic Parts Distribution System (US\$ 1M)
- Automatic Storage and Retrieval System (US\$ 1M)

Education

- Bachelor of Environmental Design, Texas A & M University

Tenure

- 20 years of industry experience
- <1 year with CTI

Resume

Firas Khadra

Civil Technology, Inc., Architect

Professional Biography

An Architect in process of gaining their license. Firas worked for several years on preparing permit drawings for Utilities and has great experience with code, AutoCAD Civil 3D clash review and as-built record update as well as several project management experience in industrial and facility infrastructures.

Relevant Experience | Highlights

Project Manager and Architect Designer | Verizon Wireless and T-mobile | 02/2015-10/2020

- Oversaw Commercial and Residential Telecommunications projects and performed the following tasks:
- Digital Visualization & Modelling.
- Performed site visits.
- Submitted, revised and resubmitted per comments for building permits.
- Prepared final construction drawings.
- Consultant coordination with all stakeholders.
- Coordination with Regulatory Agencies.
- Field measurement for design and as-built.

Site Structural Inspector | Enayat Schneider Inc. | 07/2014-01/2015

- Performed site visits
- Ensured the contractor's work meets construction drawings.
- Post tension cable extension measurement and stressing.
- Field measurement for compliance with construction details.
- Updating the as-built drawings.

Relevant Experience | DEN Projects

- Vistas at Jackson. Monument, CO
- Parsana Apartment. Broomfield, CO
- Commercial telecommunications

Certifications | Affiliations

- PMP Certified, PMP® Number: 2858026
- Mastering Pre-Construction Project Management, Udemy

Education

- MBA- Project Management, Colorado Technical University, 2017
- Bachelor of Architecture- University of Damascus, 2001

Tenure

- 19 years of industry experience
- < 1 year with CTI

Resume

Michael W. Disney

Civil Technology, Inc., Jet Fuel Specialist

Professional Biography

Electrical Inspector for wide variety of Electrical, Control, functional commissioning, jet Fuel emergency shutoff system, Gate Area apron pavement rehab, Airfield lighting system. Managed projects as the primary, supervised multiple trades with emphasis on electrical, instrumentation, and fire/safety systems, managed multiple projects in a field engineering capacity and co-designed and managed a full spectrum pyrolysis proto-type project.

Relevant Experience | Highlights

Jet Fuel Specialist | Denver International Airport | 07/2017 - Current

- Oversight, Inspections and Commissioning of Jet Fuel systems, Electrical Instrumentation, control wiring, Fire/life safety, Fuel piping and Emergency fuel shut off, includes Jet Fuel vaults and aircraft hydrant fueling pits, Runways, Taxiways and electrical lighting vaults.
- Coordination of work and testing, commissioning into turnover and operation with Denver Fire Dept, DEN Operations, FSM (fuel farm) and Contractors

Aviation Oversight and Management | Spohn Heimer Consulting Airspace | 07/2012 - Current

- Performed systems field engineering, inspection, maintenance, functional checkout, and commissioning of aviation landing systems
- Installed lighting aid, non-directional beacons, runway end identifier lights, medium intensity lighting system with flasher, visual slope indicator, precision approach position indicator, instrument landing systems, and glide slopes throughout North Slope Borough in Alaska

Relevant Experience | DEN Projects

- B-west, A-west, A-east, GARDI NW and SW, B-east, C-east and EFSO (emergency fuel shut off), an all-new system at DIA, Runways 7-25, 17R-35L, 16L-34R, Taxiways, Mike, Papa, Kilo and D1 and D2 mobile flushing sites

Certifications | Affiliations

- Colorado Journeyman Electrician 7111
- Alaska Certificate of Fitness 20110492
- Certified Nuclear Power Plant Quality Control Inspector
- ISN 10-hour safety course
- Current NFPA 70 E training
- Wilderness First Responder

Reciprocal licensing obtainable in the following states:

- Arkansas, Minnesota, Montana, Nebraska, New Mexico, North Dakota

Tenure

- 18 years of industry experience
- 5 years with CTI

Resume

Relevant Experience | DEN Projects

Managed invoicing for all CTI projects since the company began working at DEN

Education

- Sociology/Psychology , BS, Duke University
- Masters in Social Work, Atlanta University

Tenure

- 31 years of industry experience
- 31 years with CTI

Sheila King

Civil Technology, Inc., President, and Chairperson of the Board

Professional Biography

Ms. King joined Civil Technology, Inc. in 1991, and in 1993, purchased majority interest in the company.

She has played a vital role in sustaining and improving upon the 30-year success of Civil Technology, Inc. In doing so, she has managed, or played a part in, nearly every aspect of the company's operations.

Relevant Experience | Highlights

President | Civil Technology, Inc | 1993 - Current

- Ms. King has managed all phases of administration, finance, and human resources for the company
- She oversees all aspects of business operations including personnel, contract administration, and business development
- She has participated from top to bottom in the contractual process of pursuits, including DEN projects, to establish joint venture relationships
- She is involved in marketing and strategic planning initiatives
- Ms. King manages payroll, accounting, and financial planning
- Ms. King maintains company certification requirements
- She monitors professional employee requirements on various job sites

Resume

Certifications | Affiliations

- ACI Level 1 2014 – Current
- Post Tension Institute Inspector Level 1 2015 – Current
- CCA Traffic Control Supervisor 2015 – Current
- CAPA Asphalt Paving Inspector 2019 -- Current
- Troxler Nuclear Gauge Safety Certification 2014 – Current
- CPR/First Aid 2018 – Current
- CDOT Transportation Erosion Control Supervisor 2019 – Current
- CDOT Concrete Pavement Inspector I 2019 – Current
- CDOT Plans Reading 2019 – Current
- Fall Protection 2018 – Current

Tenure

- 8 years of industry experience
- 2.5 years with CTI

Alexander Bernier

Civil Technology, Inc., Civil Inspector

Professional Biography

An accomplished and knowledgeable individual whose work experience includes industries such as; food service, and construction. Most recently worked as a civil construction inspector and construction materials tester cultivating over seven years of experience in the construction trade.

Relevant Experience | Highlights

Civil Inspector | Civil Technology, Inc. | May 2018 - Current

- Observed, facilitated and inspected civil manhole rehabilitation for the 2017 Sanitary Manhole Rehab Project.
- Inspected traffic control closures, civil bridge rehabilitation and generated pay sheets for 2018 Annual Landside Pavement Rehab.
- Inspected civil erosion control rehab, calculated and generated quantity pay sheets for 2018 Roadway Erosion Control.
- Observed and inspected civil water line and fire line installation for South Campus Fire protection Project.
- Facilitated and inspected heavy civil rehabilitation for utilities and FAA ramp level concrete panels for Gardi B NW Project Phases 2 through 4.
- Observed and inspected re-lining of storm water detention pond and rehab of civil utilities for the Frontier Airlines Hangar F9 Pond Re-lining Project.
- Facilitated installation of new equipment and rehab of civil components for the Parking Revenue Control System Upgrade Project

Field Technician | Ground Engineering Consultants | April 2014 - May 2018

- Concrete field and lab testing for DIA Annual Airfield Pavement Rehab Projects 2014-2017
- Soils Testing and observations for BNSF Wiggins Siding Extension 2015

Resume

Certifications | Affiliations

- CDOT TRANSPORTATION EROSION CONTROL SUPERVISOR (TECS)
- CDOT CONCRETE PAVEMENT INSPECTOR – Level I CAPA LEVEL A
- CAPA INSPECTOR CERTIFICATE CERTIFICATION OF COURSE COMPLETION: SURVEYING & MATH TRAFFIC CONTROL SUPERVISOR
- FORMAL PERMIT REQUIRED CONFINED SPACE TRAINING CERTIFICATE (PRCS)
- FOREIGN CORRUPT PRACTICES ACT CONDUCT & ETHICS
- FALL PROTECTION- CONSTRUCTION INTRODUCTION TO OSHA
- HEAVY EQUIP & TRAFFIC CONTROL TEMPORARY
- QA/QC PRGM - QCP-001 ENG QA/QC PRGM - QAP-007 ENG QA/QC PRGM -QAP-008 ENG QA/QC PRGM - QAP-005 ENG
- INTRO QA/QC CERTIFICATE IN
- CERAMIC TILE MANUFACTURING TECHNOLOGY – JAPAN 1980
- OSHA Certification – 10 HOUR

Education

- Doctor of Science, Engineering Management, George Washington University, 1992
- Master of Engineering Administration, George Washington University, 1985
- Bachelor of Science, Civil Engineering, University of Dar-es-Salaam, 1977

Tenure

- +40 years of industry experience
- 9 years with CTI

Deodatus T.J. Mashitaki

Civil Technology, Inc., Consultant

Professional Biography

With 40+ years of work experience in the construction industry Deodatus has knowledge of the following: document control systems tracking contract documents from project inception to handover and during and through the warranty periods, quality control/quality assurance, project scheduling, and construction project management.

Relevant Experience | Highlights

Consultant| Civil Technology, Inc.| 2019 - Current

- Provided part time / freelance support for CTI needs in the areas of proposals preparation and on call services. From July 2017 to Present assigned to DEN Airport under AECOM/CTI as a Project Inspector for various construction projects that included inspections for pavements: concrete, asphalt, and micro-surfacing (slurry seal), and management of the recycle yards.

Project Controls/Senior Scheduler | HRD Constructors Inc. | 08/2006 – 05/2013

- Geothermal Well Exploratory Project Plan, Ft. Bliss, TX: Using P6 – Jan 2013
- SIMPLOT CO, Idaho, March 2012
- VA San Juan Medical Center – Phase 3A, Puerto Rico: Using P6 – Aug 2012
- VA Orlando Medical Hospital – Analyzed the Contractor's delays as appearing on their P6 Schedule updates for the project - July 2012
- VA Clinic, Austin, TX: Using P3 – October 2009
- VA Spinal Cord Injury Hospital, Milwaukee, WI: Using P3 – June 2008
- Qualcomm, San Diego, CA – Building Addition: Using P6 – October 2011
- Mobile Ambulatory Clinic (TPN) Durham, NC: Using P6 – May 2011
- Schleicher County, TX Hospital District (SCHD): Using P6 – May 2011
- Expansion & Renovation of Hilton Hotel, Omaha, NE (Using P6) – July 2010
- Coquille Valley Hospital, Coquille, OR: Using P6 - March 2010

Resume

Scott Richrath

Atkins, Business Development Director

Professional Biography

Has 21 years of experience specializing in asset and performance management. He has held progressively responsible positions in public sector engineering organizations, with demonstrated success in technology, innovative finance, team and coalition building, relationship management, technical analysis, multi-modal planning, grant writing, and public policy.

Relevant Experience | Highlights

Program Manager | Elevate Denver Bond Program, City and County of Denver, CO | 2017

- Worked on the \$937M, 10-year Elevate Denver program, overseeing team of Atkins and subconsultants across portfolio coordination, controls, communications, resource loading, and technology.
- Fully embedded and integrated with City staff, overseeing project scoping, scheduling, and cost control on a 24-32 hour weekly basis.
- Presents monthly to Elevate Denver board of directors and quarterly to City Council.
- Has brought a Risk-Based approach to the City at both the project and program levels.
- Providing oversight on delivering \$193M first bond issuance.

Program Manager | Project 19-12, Guide for Financial Planning and Management in Support of Transportation Asset Management, National Cooperative Highway Research Program | 2016 - 2017

- Researched international practices in strategic investment in transportation infrastructure.
- The project involved developing guidance for financial planning for transportation assets.
- The final deliverable was a guidebook that addressed fiscal and programmatic constraints associated with federal and state legislation, methodologies for valuing assets and forecasting and allocating financial resources, financial performance measures and targets, and practical concerns related to financial markets and accounting requirements

Relevant Experience | DEN Projects

Served as State Dept. of Transportation PM on more than 20 projects performing the following tasks:

- Risk-based asset management plans and asset management models, website development, benefit-cost tools, program management, construction cost estimation and forecasting, revenue modeling, performance measures, statewide long-range plans, and more.

Certifications | Affiliations

- Certified Denver Health Lean Process Improvement
- Certified Financial Planner Curriculum Certificate, UCLA, 2007
- TxDOT Precertified, ESN 26446

Education

- M.B.A., University of Denver, 2004
- B.S., Finance, University of Illinois, 1990

Tenure

- 21 years of industry experience
- 5 years with Atkins

Resume

Christopher A. Gould, PE

Atkins, Sr. Project Director

Professional Biography

Has 30 years of civil engineering experience, having specialized in airfield design at large air carrier airports. He has managed design and construction efforts for new runway and taxiway projects, planning projects including National Environmental Policy Act compliance and airport layout plan updates, and construction projects including new airfield facilities and major rehabilitation efforts.

Relevant Experience | Highlights

Line Package Manager | Purple Line Light Rail Transit (LRT) Design-Build, Maryland Transit Administration, Prince George's and Montgomery Counties, MD

- Atkins is the lead designer and designer-of-record for the new Purple Line LRT system, a \$2.2 billion design-build project for the Maryland Transit Authority. The system is designed to be a 16.2-mile, east-west light rail transit line with a total of 21 stations/platforms (16 at-grade, 3 aerial, 2 below-grade) that will through major metropolitan areas in Washington D.C. and Maryland.
- As the design lead, Atkins are responsible for management of the design team as well as overseeing design of the entire system. The design and construction have been divided into five civil construction line segments—traction power, OCS, signalization, track, and communications—plus two yards and system-wide contracts. Atkin's team is also including corrosion control and stray current control designs in the civil contracts.

Deputy Design Manager | John F. Kennedy International Airport, Terminal One, New York, NY

- Deputy design manager for a \$5 billion public-private/partnership (P3) for the reconstruction of the international terminal. The project involves coordination with the owner and P3 contractor and stakeholders.
- Responsibilities include management of all technical services, coordination of all subconsultants and various discipline leads, and management of the quality control process.

Relevant Experience | DEN Projects

- Louisville Muhammad Ali International Airport and Bowman Field, Airport Improvement Program (AIP), Louisville, KY
- John F. Kennedy International Airport, Terminal One, New York, NY
- Philadelphia International Airport, On-Call Civil Engineering Services, Taxiway H and F (formerly EE), Philadelphia, PA

Certifications | Affiliations

Professional Engineer:

- Illinois 062050479, 1996
- Kentucky 26012, 2008
- American Concrete Paving Association (ACPA)
- Airfield Pavement Design Symposium

Education

- B.S., Civil Engineering, University of Illinois, 1990

Tenure

- 30 years of industry experience
- 10 years with Atkins

Resume

Relevant Experience | DEN Projects

- Plan Checking and Design Quality Control Program, CDOT, Denver, CO (PE)
- General Services Administration, Special Programs Division PM/CM Core Services Contract, GSA, Denver, CO. (PE)

Certifications | Affiliations

- Certified Manager of Quality/Organizational Excellence (CMQ/OE), 56070, American Society for Quality, 2019
- Certified Quality Auditor (CQA), 68108, American Society for Quality, 2017
- 10-Hour OSHA Construction Course
- CDOT Basic Inspector Tests
- CDOT Contract Management/EEO/Certified Payroll Training
- CDOT SiteManager Training
- CDOT Traffic Control Supervisor, 2019
- CDOT Transportation Erosion Control Supervisor, 2018
- Homeland Security Presidential Directive - 12 Badge, 2019

Education

- M.S., Civil Systems Engineering, University of Colorado, 2008
- B.S., Civil Engineering (Minor: Economics & Business), Colorado School of Mines, 2007

Tenure

- 14 years of industry experience
- 5 years with Atkins

Christi Hurelle, PE, CMQ/OE, CQA Atkins, Sr. Engineer

Professional Biography

Has over 12 years of construction management and transportation experience. She recognizes that the key to delivering exceptional construction management services is knowing the design plans by heart, and she will continue to scrutinize them in detail upon award. She is a firm believer in daily site walks and starts each workday talking with the superintendent and reviewing look ahead against actual activities, allowing room for negotiations or deviations from the baseline plan if it will benefit the overall project and still meet requirements.

Relevant Experience | Highlights

On-site Project Engineer | Meridian Parkway and Jamaica Boulevard Intersection Improvements Construction Management Services, Douglas County, CO

- Responsible for overseeing the construction inspection and testing team on behalf of Douglas County.
- This \$3.3M project involves installation of new concrete pavement/sidewalks, traffic signals, utility relocations, and a new sediment basin with a custom drainage structure.
- Coordinated construction under an interagency agreement between Douglas County and Meridian Metro District, where there are numerous underground utility conflicts and unmarked or incorrectly marked utilities that have been discovered in construction.
- Inspects work onsite among four sets of specifications (Douglas County, Meridian Metro District, Mile High Flood Control District, CDOT) and know when to apply one or more specifications to what's being installed.

Intermediary Contact | Roof Rehabilitation and Repair at the Eisenhower/ Johnson Memorial Tunnels (EJMT), CDOT, Silverthorne/Dillon, CO

Primary point of contact to CDOT resident engineer, EJMT staff, and contractor to rehabilitate two concrete roofs. Responsibilities included:

- Led weekly progress meetings and approved field changes, interfacing with the contractor, CDOT, and/or designer of record as needed.
- Processed contractor payments in SiteManager by verifying quantities and accepting monthly progress reports.
- Wrote change orders; led preparation of independent cost estimates.
- Led completion of CDOT-required forms (daily diaries, pay item reports, concrete mix design and testing, certificates of compliance, disadvantaged business forms, labor interviews, etc.)

Resume

Relevant Experience | DEN Projects

Strong aviation experience at the following airports:

- Louis Armstrong International Airport
- Philadelphia International Airport
- Louisville International Airport

Certifications | Affiliations

Professional Engineer

- Texas 122123, 2015
- American Concrete Institute
- YMC-A
- Engineers Without Borders
- American Society of Civil Engineers
- Institute of Transportation Engineers

Education

- B.S., Civil Engineering (Minor: Computer Programming), University of Mississippi, 2008

Tenure

- 12 years of industry experience
- 3 years with Atkins

Edmund Woods, PE

Atkins, Sr. Engineer II

Professional Biography

Edmond Woods is a registered Professional Engineer with nine years of experience specializing in aviation and transportation engineering. He has experience performing civil design calculations and drawings, as well as performing as a Subject Matter Expert, managing project costs by ensuring the scope of the project has been defined and is documented accurately throughout the project delivery process.

Relevant Experience | Highlights

Senior Engineer | MSY Long Term Airport Development North Terminal Continuing Construction Phase Services LOA 36 (Louis Armstrong International Airport), New Orleans Aviation Board, New Orleans, LA | 10/2018 - Current

- Responsible for performing engineering design, developing and evaluating plans and specifications, analyzing technical problems, analyzing project dimensions and scope, coordinating work with project manager, maintaining and evaluating quality control and maintain quality standards.
- This project involves construction phase services for the North Terminal project.

Senior Engineer | PHL Taxiway K Design Services (Philadelphia International Airport), City of Philadelphia, PA | 11/2018 - Current

- Responsible for performing engineering design, developing and evaluating plans and specifications, analyzing technical problems, analyzing project dimensions and scope, coordinating work with project manager, maintaining and evaluating quality control and maintain quality standards.
- This project involves construction phase services for the Philadelphia International Airport taxiway rehabilitation and redesign project.

Senior Engineer | SDF Taxiway G Reconstruction Design Services (Louisville International Airport), City of Louisville, KY | 01/2019 - Current

- Responsible for performing engineering design, developing and evaluating plans and specifications, analyzing technical problems, analyzing project dimensions and scope, coordinating work with project manager, maintaining and evaluating quality control and maintain quality standards.
- This project involves construction phase services for the LIA taxiway rehabilitation and redesign project.

Resume

Relevant Experience | DEN Projects

Myriad experience as Project Engineer for airports such as:

- LAX
- San Diego International Airport
- Louis Armstrong New Orleans International Airport
- Van Nuys Airport

Certifications | Affiliations

Professional Engineer

- California 88470
- Envision Sustainability Professional (ENV SP) 20176, Institute for Sustainable Infrastructure, 2017 (exp. 12/30/21)
- Qualified SWPPP Practitioner (QSP) 27178, California Stormwater Quality Association (exp.6/5/23)
- Qualified Industrial Stormwater Practitioner (QISP) CA88470, California Stormwater Quality Association
- Qualified SWPPP Developer (QSD) CA88470, California Stormwater Quality Association

Education

- M.S., Geotechnical Engineering, KHU University, 2010
- B.S., Civil Engineering, University of Science and Technology, 2008

Tenure

- 14 years of industry experience
- 4 years with Atkins

Shima ShamsRad, PE, ENV SP, QSP, Atkins, PM

Professional Biography

Shima ShamsRad has 10 years of expertise in geotechnical engineering with extensive experience in public works and other major projects.

Relevant Experience | Highlights

Engineer | Beta Street Green Alley Redesign and Construction Phase Services, San Diego, CA

- This project involves improving the existing unpaved alley north of Beta Street, between 38th Street and 39th Street, and 39th Street between the alley and Beta Street.
- The project also requires access ramp improvements in compliance with ADA requirements, sidewalk improvement along Beta Street to complete pedestrian access to the adjacent school property, asphalt overlay of the adjacent section of Beta Street, and re-grading of the excess right-of-way within 39th Street to direct the storm water flow to the nearest porous concrete section and infiltration trench.
- Total contract value: \$181K.

Engineer | SWA, LAX Terminal 1.5, Los Angeles, CA

- Responsible the storm water management design, which includes the hydrology and hydraulic designs to calculate the storm water runoff generated by the project site and design of an underground infiltration and treatment system.
- Responsibilities also included coordinating with the City of LA Bureau of sanitation to fulfil the Low Impact Development (LID) requirements and get the LID clearance as part of the permitting process.
- Total contract value: \$490M.

Engineer | Cross Taxiways Rehabilitation Project, San Diego, CA | 2018

- Responsible for developing the Airport stormwater pollution prevention plan Report and supplemental documents for the Cross-Taxiway Rehabilitation Project at San Diego International Airport.
- Total contract value: \$7.6M.

Resume

Relevant Experience | DEN Projects

Expertise in the following:

- Utilizing Primavera (P6)
- Cost management, forecasting, and analysis
- RFP and contract development including design-bid-build, design-build, and P3,
- Risk management and mitigation,
- Contract and change management
- Stakeholder management
- Construction oversight including managing RFIs, submittals, and inspection issues.

Certifications | Affiliations

- Project Management Professional (PMP), Project Management Institute (PMI)
- Schedule Professional (PMI-SP), Project Management Institute (PMI)
- TxDOT Precertified, ESN 31152

Education

- M.B.A., Finance, University of Utah, 2005
- B.S., Urban and Regional Planning, University of Utah, 2001

Tenure

- 17 years of industry experience
- 4 years with Atkins

Scott A. Jones, PMP

Atkins, Senior Estimator/Scheduler

Professional Biography

A flexible and adaptive project controls professional with experience in project scheduling, cost management/reporting, earned value management (EVM), contract development and management, and change management. Through his 17 years of experience, Mr. Jones' has honed his areas of expertise in project scheduling.

Relevant Experience | Highlights

Owner's Representative/Project Manager | Northwater Treatment Plant (NTP) Project, Denver Water, Denver, CO. | 05/2016 - 09/2017

- Responsible for project setup, including establishing the invoicing/cost reporting requirements, baseline schedule, and document control protocols.
- As program scheduler, managed seven separate design contracts with the work managed under a single Program Schedule. This project value exceeded \$500-million.

Professional Services Consultant | FasTracks Program, Regional Transportation District, Denver, CO. | 02/2009-05/2016

- Responsible for performing a variety of project controls functions for the Eagle Project, North Metro, Southeast Rail Extension, and base system projects.
- Served as a team member involved in the North Metro and Southeast Rail Request for Proposal (RFP) from procurement to contractor selection; gained experience with schedule management using Primavera (P6) including scheduling for small projects up to schedules with over 20,000 activities and multiple project interfaces.
- Responsible for critical path management including evaluating schedule impacts of project risks and scope changes; performing risk assessments and contingency management; and change management including contract compliance, scope review, cost negotiation, and schedule evaluation associated with proposed changes.

Transportation Planner | Various Projects, Various Locations | 03/2006-02/2009

- Served as task manager for numerous transportation projects with capital costs ranging from \$5 thousand to over \$1 billion.

Resume

Cory Shaddox, PMP

Atkins, Sr. Project Manager

Professional Biography

Has 22 years of planning and controls experience. His experience includes developing Integrated Master Schedules (IMS) on large scale, government, and private sector construction and manufacturing projects. His skill set includes using Earned Value Methodology and Critical Path Methodology to ensure project issues are identified and mitigated in a timely manner. He has provided a broad range of project controls support across multiple industries.

Relevant Experience | Highlights

Program Controls Lead | Elevate Denver (General Obligation) Bond Program Management, City and County of Denver, CO | 02/2018 – Current

- Responsible for, developing and administering the program's Oracle Primavera P6 database consisting of approximately 500 projects.
- Develops individual project baselines and updating progress against them.
- Wrote procedures for project baselining and change management adopted by the City and contributed to the development of the Program Management Plan.
- Facilitates project risk workshops and utilize Safran Risk software to complete Monte Carlo risk analysis and provide guidance on risk mitigation strategies.

The project is a 10-year, \$937 million capital improvement bond program and requires collaboration with multiple city agencies, critical stakeholders, and subconsultants to ensure on time delivery and execution of voter intent.

Risk Management Lead | I-25/Broadway Interchange Project Management Support Services, City and County of Denver, CO |

- Working with project team members across agencies to facilitate risk workshops, identifying, ranking, and prioritizing potential risks to the project and utilizing Safran Risk software to complete Monte Carlo risk analysis and provide guidance on risk mitigation strategies.

Relevant Experience | DEN Projects

- Project Controls Specialist - Project Controls/Risk Management Services, Denver International Airport, City and County of Denver, CO

Certifications | Affiliations

- Project Management Professional (PMP), 456162, Project Management Institute, 2007
- Construction Management Certification, Colorado State University
- Raytheon Earned Value Management Level 1 Certification

Education

- B.A., Geography, University of Texas, 1993

Tenure

- 22 years of industry experience
- 4 years with Faithful+Gould/Atkins a Member of the SNC Lavalin Group

Resume

Relevant Experience | DEN Projects

Involved with 35 projects at McCarran International Airport (LAS) and Henderson Executive Airport throughout the last 30 years totaling more than \$400 million in construction costs.

- HND South Apron, Henderson Executive Airport, Clark County Department of Aviation, Henderson, NV
- Taxiways E and H Reconstruction, McCarran International Airport, Clark County Department of Aviation, Clark County, NV
- Taxiway C and D Gates Apron Rehabilitation, McCarran International Airport, Clark County Department of Aviation, Clark County, NV.

Certifications | Affiliations

Professional Engineer

- Nevada 007373, 1986

Education

- B.S., Civil Engineering, University of Nebraska, Lincoln, 1979

Tenure

- 42 years of industry experience
- 19 years with Atkins

Dan Knott, PE

Atkins, Senior Project Director

Professional Biography

Has 39 years of civil engineering experience with 33 years directly related to aviation design. His project responsibilities typically include leading the civil design, coordinating plan production efforts among several offices and multiple project consultants; monitoring subcontractors' progress, performance, and compliance with contractual commitments; and developing and managing project quality assurance programs, project deliverable formats and specifications, and progress reporting requirements.

Relevant Experience | Highlights

Project Manager/Engineer-of-record | Reconstruction of Runway, Taxiway, and Apron, Perkins Field Airport, Overton, NV

Responsible for providing civil design, plans and specifications, cost estimates, coordinating the work of subconsultants, and construction phase support for this \$5 million project which includes:

- Reconstruction of existing airfield asphalt pavements
- Removal of a portion of the apron pavement adjacent to the taxilane to prevent direct access from the apron to Runway 31
- Revising geometry of taxiway fillets to meet current standards
- Replacing the existing incandescent runway and taxiway edge lights with new LED elevated edge lights
- Replacing the existing airfield guidance signs, segmented circle and wind cone, and constant current regulators.

Project Manager/Engineer-of-record | Extend Taxiway C, McCarran International Airport, Clark County Department of Aviation, Clark County, NV

- Responsible for providing civil design, plans and specifications, cost estimates, coordinating the work of subconsultants, and construction phase support for this \$12 million taxiway project.
- The project scope included 45,000 square yards of new concrete pavement, and new taxilane centerline lighting and guidance signage. Construction is scheduled to begin in 2018 and be completed late 2019.

PM and Civil Engineer Airfield Designer | Type A-2 and B-1 Services for Airfield Pavement Repairs at Joint Forces Training Base, Los Alamitos, CA

- Led design team performing pavement evaluation and preliminary design services for the majority of the taxiway and apron pavements. Performed final design for reconstruction of portion of Taxiway A. Cost: \$65M

Resume

Deana Robinson

Atkins, Project Coordinator

Professional Biography

Deana Robinson has 16 years of document control experience involving processing, auditing, and distribution of documents within the assigned project document repository. Ms. Robinson has 8 years of experience in the transit industry where she provided project administration services.

Relevant Experience | Highlights

Project Coordinator | Central 70 Project, Colorado Dept. of Transportation, Region 1, Denver, CO | 06/2019 - Current

- Responsible for quality check, entry, and distribution of project documents; collaboration with project leads gathering monthly and quarterly status updates and compiling reports.
- The project involves redesigning a 10-mile portion of I-70 East. Removing the 53-year-old viaduct and lowering this section below grade then placing a 4-acre park over a portion of the lowered interstate.

Senior Deputy | Office of Supervisor Yvonne B. Burke | 1996 - 2008

- Key Policy Advisor on all issues related to foster care, Seniors, Homeless, Department of Public Social Services, early childhood development and childcare, LAUP, First 5 Commission matters and major event planner

Document Control Senior Specialist | LKG-CMC, Inc., Denver, CO | 09/2008 - 09/2016

- Processed project documents, including scanning documents and completing the applicable metadata into the assigned project document repository (Aconex); routing and distribution to additional project staff; hard copy document filing in accordance with procedure and fulfillment of document retrieval requests.
- Coordinated with the project staff regarding document control issue and proposed solutions. Responsible for the coordination of baseline documents, quality assurance/quality control for Configuration Management, and updated the field working copies of drawings and specifications. Administrator for two on-call projects on the I-225 Rail project.

Relevant Experience | DEN Projects

- Central 70 Project, Colorado Dept. of Transportation, Region 1, Denver, CO

Certifications | Affiliations

- PMP Certified, PMP® Number: 2858026
- Mastering Pre-Construction Project Management, Udemy

Education

- H.S.D., 1994

Tenure

- 2 years of industry experience
- 2 years with Atkins

Resume

Heather L. Browning Atkins, Operations Coordinator

Professional Biography

Heather Browning manages the administration team for Atkins' Denver-based transportation group as well as assists with development of budgets and monitors financials for multiple internal groups. She regularly formats technical reports, creates PowerPoint presentations, and generates charts and graphs from spreadsheets. In addition, she possesses expert-level Word and Excel skills and has significant experience in report and document formatting, technical editing, spreadsheet development, and data manipulation. Ms. Browning is also experienced with SharePoint.

Relevant Experience | Highlights

Administrative Support | I-70 East Corridor Environmental Impact Statement, Colorado Dept. of Transportation, Region 6, Denver, CO

- Provided administrative support including managing administrative staff, coordinating logistics for public outreach efforts, performing document control, preparing meeting minutes, compiling comments received from such agencies as CDOT and FHWA, and assisting with formatting, editing, and producing the draft EIS document.
- This project began in 2003 as a joint effort among the Regional Transportation District, Federal Transit Administration (FTA), CDOT, FHWA, and the City and County of Denver. In June 2006, the highway and transit elements were separated into two independent projects.

Project Coordinator | SH 9 Improvements from Frisco to Breckenridge, Colorado Dept. of Transportation, CO

- Responsible for the development of document control procedures, coordination of public involvement efforts, and project management assistance.
- Improvements to this five-mile corridor include roadway widening and reconstruction from two lanes to four lanes with some curb and gutter sections.
- Additional project elements included a review and modifications to the access management plan, intersection design, retaining walls, a new bridge over the Blue River, recreation path realignment, a wildlife crossing, and a review of the environmental commitments made during the EIS process.

Relevant Experience | DEN Projects

Has coordinated administrative tasks for both Colorado Dept. of Transportation (CDOT) and Federal Highway Administration (FHWA) projects, and possesses a complete understanding of the requirements and expectations associated with agencies of such a nature.

Certifications | Affiliations

- N/A

Education

- B.S., Psychology, University of North Texas, 2000

Tenure

- 17 years of industry experience
- 17 years with Atkins

Resume

Hokie Hanson, PE Atkins, Sr. Resident Engineer

Professional Biography

A senior PE with experience involving the design and generating final plans for highway bridges, including the design of the slabs, girders, abutments and piers, foundations (both driven piles and drilled caissons), retaining walls, and train platforms supported on grade beams and caissons. Hokie has served as project segment structural lead on design-build projects in excess of \$1 billion.

Relevant Experience | Highlights

Project Engineer | I-25 Bridge rehabilitation project, CDOT, Region 4, CO

- Responsible for the project's completion in accordance with the plans and specifications and within the allotted budget.
- Work oversight responsibilities included bridge deck repairs; expansion strip seal joint installations, asphaltic plug joint replacements; hot-mix asphalt overlays; and polyester polymer concrete overlays.
- Assisted CDOT in writing change orders, generating contractor payments throughout the project duration, and providing as-builts at the completion of the project. All documentation on the project was generated and stored electronically.

Senior Project Engineer | Boulder and Ft. Collins Traffic Signal Replacement Construction Management Services, CDOT, Region 4, CO

- Support work includes CDOT coordination and review of contractor provided submittal documentation, including concrete caisson mix designs flatwork, MHTs etc.; preparing and leading weekly project progress meetings; as well as structural compliance observations in the field, including the installation of traffic signal electrical conduits, and the layout and installation of the drilled shafts supporting the traffic signal poles.

Construction Oversight Lead | Platte to Park Hill Construction Management Services, City and County of Denver, CO

- A total of 7 bridges were constructed as part of this project. Work responsibilities included inspection of said bridges, including inspection of driven piles, drilled shafts, girder placements, construction of retaining walls, new traffic signal installation, guardrail installation and much more.

Relevant Experience | DEN Projects

Construction management projects with a structural emphasis including the rehabilitation of over a dozen interstate bridges in CDOT Region 4 and bridges for the City and County of Denver including:

- 48th Ave Bridge Rehabilitation Construction Management Services
- Park Ave Phases 1 and 2 Bridge Rehabilitation Construction Management Services

Certifications | Affiliations

Professional Engineer

- Colorado 40378,
- Texas 113489,
- Tennessee 107720
- Stormwater Management and Erosion Control Supervisor
- Traffic Control Supervisor
- LabCAT Certification Level A (Asphalt)
- Project Management Certification

Education

- B.S., Civil engineering (Minor: Mathematics), University of Memphis, 1996
- M.S., Civil Engineering, University of Memphis, 1999

Tenure

- 23 years of industry experience
- 1 year with Atkins

Resume

Relevant Experience | DEN Projects

Experienced in the following: construction management, program/ project management, program/project controls, master schedules, program/project cashflow, visualization, mobile application, business analytics, Pmis, budgeting, forecasting, progress measurement, turnover management, document controls, materials management, change management, and contract reporting.

Certifications | Affiliations

- Certified Construction Manager
- Primavera P5
- Six Sigma Green Belt

Education

- M.S., Industrial Engineering, Louisiana Tech University
- B.Tech., Industrial Engineering, Kerala University (India)

Tenure

- 15 years of industry experience
- 2 years with Atkins

Shanu Sharma, CCM Atkins, Project Manager

Professional Biography

Has 15 years of construction industry experience involving Program/Project Management and Controls. Shanu specializes in construction management and project controls and has a keen interest in implementing technology in the construction industry. His responsibilities include designing, developing, implementing, and training project personnel in utilizing construction systems to increase time and cost productivity.

Relevant Experience | Highlights

Project Lead (Technical) | Elevate Denver, City of Denver, Denver, CO

- Responsible for dashboards development and implementation. The project involves oversight and development of program and project management dashboard analytics for Elevate Denver Program. migrating existing Pmis system into a stop gap solution.

Project Manager | Program Management Office (PMO), CDOT, City of Denver, CO

- Responsible for PMO dashboards & data management, PMIS requirement gathering. The project involves generating program and project analytics. These analytics support operations and decision- making across CDOT staff, including, but not limited to PMO and Regions.
- Analytics are also integrated into reports shared with stakeholders outside of CDOT, including the transportation commission, contracting community, and other organizations.

Technical Manager | Georgia Power CCR Program Dashboard, Georgia Power, Atlanta, GA

- Responsible for dashboards development and implementation. The project involves automating excel reports into PowerBi dashboard, by directly extracting information from multiple data sources and eliminating the need of data manipulation in multiple spreadsheets.

Resume

Relevant Experience | DEN Projects

- DEN Airport, Master Services Contract (On-Call Project Controls Services); City and County of Denver, CO
- Denver International Airport (DIA) South Terminal Redevelopment Program (STRP); City and County of Denver, CO
- Program Management; CDOT, Denver, CO

Certifications | Affiliations

- PMI - Risk Management Professional (PMI-RMP) Certified 3233644, 2022
- Engineer-in-Training (EIT), Colorado, 1994
- Society of Automotive Engineers
- AACE International
- American Society of Mechanical Engineers
- American Association of Airport Executives

Education

- M.B.A., Marketing/Finance Focus, Texas A&M University, 2003
- B.S., Mechanical Engineering, Colorado School of Mines, 1995

Tenure

- 27 years of industry experience
- 3 years with Atkins

Kyle Knudson, EIT

Atkins, Project Manager

Professional Biography

Has 27 years of experience with start-up programs and projects that complement his technical and business aptitude in both the public and private sectors. He has professional, managerial, and planning experience in the fields of project controls, engineering, and customer service. Mr. Knudson possesses project management expertise in a variety of disciplines including business management, strategy, project controls, cost estimating, risk analysis/management, infrastructure condition/capacity/investment analysis, data collection, and utility infrastructure coordination and planning.

Relevant Experience | Highlights

Project Manager/Client Point of Contact | DEN Airport, Master Services Contract (On-Call Project Controls Services); City and County of Denver, CO

- Provides client and contract management, serving as the single point of contact for all client needs.
- Runs and attends meetings and client site support as needed and provides issues resolution.
- Provides overall staffing and subconsultant management across the wider program. This includes quarterly one-on-one meetings and ongoing engagement with all on-site staff augmentation personnel.
- Solicits and validates potential candidates for open staffing requests to verify they meet DEN's specific needs.
- Communicates DEN's needs to all staff augmentation and subconsultant personnel, including staff requests; invoicing and payment; DSBO goal tracking and reporting; subcontractor sponsorship; and performance evaluation metrics in coordination with DEN's annual merit programs.

Risk Management Lead | Denver International Airport (DIA) South Terminal Redevelopment Program (STRP); City and County of Denver, CO.

Provided general program management services including:

- Planning, design, design management, project controls and contact administration to deliver the planned expansion of the South Terminal including a hotel, commuter rail terminal, commuter rail bridge, AGTS extension, terminal reconfiguration, terminal extension, parking, roads, utilities, and other facilities.
- Established cost collection/reporting procedures consistent with DIA (client) expectations for effective program delivery.

Resume

Lukas Van Schalkwyk Atkins, Senior Cost Estimator

Professional Biography

Lukas has served as preconstruction manager/senior cost estimator for public and private clients, working for both client/owners and general contractors. His expertise spans project planning through design and construction phase estimating and cost management. He works closely with project development teams to achieve appropriate budgets.

Relevant Experience | Highlights

Lead Senior Estimator | Denver International Airport, Concourse Expansion Project; Denver, CO

- The \$1.5 billion-dollar expansion program is currently underway, and is scheduled to be completed in 2022.
- The project consists of four (4) new concourses and expansion of the existing facilities. The 1,29-million-square-foot Project includes 42 gates, hold-rooms, concession spaces, BOH facilities.
- The program also includes new ramps, taxiways and new de-icing facilities for the ever-growing international airport.

Lead Senior Estimator | Los Angeles International Airport/Midfield Satellite; Los Angeles, CA

- The Midfield Satellite Concourse (MSC) North Project is a part of the multibillion-dollar modernization program underway at Los Angeles International Airport (LAX).
- The proposed base project consists of the construction of new 800,000-square-foot Midfield Satellite Concourse North which includes new hold rooms, 23 concourse gates, concession spaces and new restrooms as well as ancillary airport administration offices, Utilidor (for both utilities and Baggage Handling System), PAX Tunnel (Passenger Connector).

Lead Senior Estimator | OMA, Eppley Field Terminal Modernization Program, Omaha, NE

- Provided estimate review support for Phase 1 of the Eppley Airfield Terminal Modernization Program for the Design-Build contract with Holder Construction Company and Corgan as designers.

Relevant Experience | DEN Projects

Myriad of airport experience including:

- O'Hare International Airport T2 Expansion; Cost Management, Chicago, IL
- O'Hare International Airport Satellite 1 & 2; Cost Management, Chicago, IL
- Aspen/Pitkin County Airport (ASE), Term Reprice-ATCT Cost Estimating Services, Aspen, CO
- Tucson International Airport, Runway / Taxiway Relocation, Project Controls; Tucson, AZ

Certifications | Affiliations

- N/A

Education

- B.S., Quantity Surveying, University of Pretoria, South Africa, 1992

Tenure

- +20 years of industry experience
- 11 years with Faithful+Gould/Atkins a Member of the SNC Lavalin Group

Resume

Matthew R. Cirulli

Atkins, Senior Project Director

Professional Biography

Matthew Cirulli's experience includes managing major infrastructure programs and projects and he has extensive experience in various complex financing requirements and the evaluation and execution of alternative delivery methods.

Relevant Experience | Highlights

Project Manager | Fastracks Eagle P3, Segment 3, City and County of Denver, Dept, of Aviation, CO

- Conducted design reviews. Coordinated all construction activities on Dept, of Aviation property. Responsible for project change management, RFIs, schedule evaluation, and quality assurance.
- Dept of Aviation Interim Landside Engineering Program Manager. Managed the design and construction of various major projects on airport property. Created annual CIP plan and budget for Landside Civil Services department.

Senior Deputy | FASTER Bridge Enterprise, CDOT, CO

- Responsible for all aspects of CDOT's primary statewide deficient bridge replacement program.
- Management of program with a dedicated revenue source of over ~\$120M p/yr including an early stage \$300M bond program with stringent requirements.
- Bond program resulted in the successful acceleration of nearly 90 structures being replaced or rehabilitated statewide in less than 3 years.
- Program from inception, addressed nearly 140 bridges statewide and has total revenue of over \$1B.
- Focused program to seek, evaluate, and utilize innovative and alternative contracting methods as well as the use of many unique accelerated construction methods.
- Subject matter expert for alternative delivery and innovative methods including public-private partnerships (P3), design-build (D-B), construction manager at risk (CMAR), accelerated construction methods (ACM).
- Cross collaborated to identify and implement new "cutting edge" infrastructure.
- Optimized programming opportunities to "bundle" similar or close proximity projects obtaining schedule acceleration and economies of scale.

Relevant Experience | DEN Projects

- Concourse A and C Renovation Projects, City and County of Denver, CO.
- Boeing 777/787, Concourse B Gate Modernization, City and County of Denver, CO.
- Denver Fire Dept. Station Improvements, City and County of Denver, CO.
- Deicing Fluid Recovery and Recycling Facility Expansion, City and County of Denver, CO.
- South Terminal Redevelopment Enabling Projects, City and County of Denver, CO.

Certifications | Affiliations

- Certified Project Manager
- Licensed Colorado Real Estate Broker
- OSHA 10 Hour
- Mine Safety and Health Administration Certified
- Western Bridge Preservation Society
- CDOT Innovative Contracting Advisory Committee

Education

- B.S., Finance, University of Colorado, 1998

Tenure

- 18 years of industry experience
- <1 year with Atkins

Resume

Matthew J. McCoy, PE

Atkins, Project Director

Professional Biography

Matt McCoy's career has included a diverse group of projects that include roadway projects; aviation ramp, taxiway, and runway projects; agricultural exposition facilities; historic renovation and remodels; and several airport terminal construction and renovation projects. He specializes in aviation projects, both horizontal and vertical in nature.

Relevant Experience | Highlights

Project Quality Manager | Pensacola MRO Hangar 2 Design, City of Pensacola, FL | 03/2020 - 12/2020

- Affirmed that Atkins Design Quality Standards are maintained to deliver a high standard for the design documents.
- The PNS MRO Hangar 2 will double additional aircraft maintenance space.

Program and Construction Manager | New Orleans International Airport North Terminal, New Orleans Aviation Board, Kenner, LA | 02/2018 - 03/2020

- Lead a team of approximately 25 people on this \$1 billion project, monitoring the schedule, cost and quality of the construction representing the Owner's interest.
- Duties included: processing applications for payment, identifying deficient work and ensuring correction, managing the construction submittal process, monitoring the timely responses for construction request for information, identifying gaps in the design scope and determining solutions, coordinating work with numerous tenants, concessionaries, local and State Transportation departments and negotiating change orders to the Construction Manager at Risk.

Resident Engineer | D/E Connector and Security Checkpoint, Baltimore-Washington International Airport, Maryland Aviation Authority, Baltimore, MD | 06/2015 – 01/2018

- Provided a connected, secure-side concourse between the D Concourse and the International E Concourse on this \$125 million project.
- Duties included: monitoring and taking the necessary steps to maintain the project costs, quality and schedule. This expansion allows for two gates on the D Concourse (Domestic) to serve as swing gates that can be used as either Domestic or International gates through the use of a sterile corridor linking these gates to the E Concourse, Customs and Border Patrol Facilities.

Relevant Experience | DEN Projects

Served as a representative of the Owner, responsible for monitoring construction progress, coordinating with tenants and using agencies, processing contract changes, monitoring quality, tracking construction schedules, coordinating contract changes, negotiating change order costs, and processing pay requests at the following airports:

- Harrisburg International, Augusta Regional, Allegheny County, Pittsburgh International, Baltimore-Washington International and Orlando International Airport.

Certifications | Affiliations

Professional Engineer

- Pennsylvania 048451, 1995

Education

- B.S., Agricultural Engineering, The Pennsylvania State University, 1989

Tenure

- 32 years of industry experience
- 2 years with Atkins

Resume

Relevant Experience | DEN Projects

20 years of program management and controls expertise, business consulting, contractor oversight and client service management capabilities in both the public and private sectors. Manages execution and delivery of a \$10M+ portfolio of energy and industrial projects.

Certifications | Affiliations

- PMP, #1345316
- OSHA 10 hour certification
- Advanced Diploma Management of Information Systems, BCS, The Chartered Institute for IT

Education

- BA, Economics/Sociology, University of Nairobi
- MS, Project Management, University of Alaska Anchorage
- Post Graduate Certificate in Data Science and Business Analytics, The University of Texas at Austin

Tenure

- 20 years of industry experience
- 3 years with Atkins

Melissa Okoola, PMP

Atkins, Division Manager

Professional Biography

Extensive experience in program and project management and controls, business consulting, and client service management. Key experiences: contractor oversight and management, development of program plans, risk assessment and management, earned value management, stakeholder communications, and management. Additional areas of interest are development and management of environmental management systems.

Relevant Experience | Highlights

Energy & Industrial (E&I) Division Manager | Various Atkins clients | 2018 - Current

- Reporting to the Private Sector Manager, Melissa is responsible for the management of execution/delivery of projects mapped to E&I division. In addition, Melissa participates in staff administration activities, client management, pursuits in support of Sector growth strategy, contract negotiations and management of E&I division finances. Melissa facilitates collaboration with other divisions within the Atkins/SNC group, delivering projects to various private sector clients.
- Prior to joining Atkins in 2018, Ms. Okoola developed excellent leadership abilities with strong experience in contractor oversight, risk and stakeholder management

Deputy Program Manager | Metropolitan Sewer District of Greater Cincinnati - MSDGC | 2016 - 2018

- Responsible for supporting MSDGC's \$300M+ Federal Consent Decree Program. The program comprised a combination of green and gray infrastructure design and construction, aimed at reducing volumes of Combined Sewer Overflows (CSO) into a local waterway. Key Functions:
 - Perform as client service manager, to ensure critical issues are addressed timely to positively impact overall delivery
 - Facilitate coordination between multiple general contractors and private utilities for service relocation within project limits
 - Coordination with various city departments and staff, including Cincinnati Department of Transportation Engineering, the Greater Cincinnati Water Works, Department of Public Services, City of Cincinnati Procurement, Cincinnati Fire Department and City Right of Way Department - right of way acquisition teams.

Resume

Relevant Experience | DEN Projects

Possess civil, structural, environmental design-build experience working with airports, infrastructure facilities, for public and private clients, with single and multi-span bridges, tilt wall, retaining walls, wastewater treatment facilities, landfills, and other structures, and with shop drawings and specifications.

Certifications | Affiliations

- OSHA 29 CFR 1910.120 Safety Training /OSHA 29 CFR 1910 Supervisor Training;
- OSHA 40- Hour Certification Training Asbestos Supervisor Course;
- CODES: ACI, LRFD, IBC, AWI, ASCE and AASTHO;
- RISA, CONSYS, SAP2000, ANSYS, STAAD PRO, RIVET and RAM STRUCTURAL

Education

- MS, Civil Engineering, Ohio State University – Columbus, OH, 1993
- BS, Civil Industrial Engineering, Central State University – Wilberforce, OH, 1988
- Graduate, Officer Candidate School – Ft. Benning, GA, 1989
- Graduate, Army War College – Carlisle, PA, 1995

Tenure

- 30 years of industry experience
- 2 years with Faithful+Gould/ Atkins a Member of the SNC Lavalin Group

Michael Slade, PE, PMP

Atkins, Sr. Project Manager

Professional Biography

Accomplished Project and Technical Director Professional and SME with more than 30 years of experience within large, diverse organizations. Expertise across complex infrastructure projects, including design-build and construction for water conveyance infrastructure, water treatment plants, airports and transit, park asset management, and landfills. Breadth of experience directing total construction efforts to ensure process excellence per design criteria, within budget, and on schedule.

Relevant Experience | Highlights

Senior Project Manager | Houston Airport Systems (IAH) Houston, TX | 2020 - Current

- Providing program and project management of Taxiway NA Reconstruction, Spaceport Infrastructure, CIP Project Controls, and other Major Infrastructure Projects.
- Managing design, construction, and project controls activities on a day-to-day basis within the infrastructure group.
- Focusing on adherence to the (Capital Improvement Program) scope, budget, and schedule.
- Reporting status on construction warnings, deficiency items out of spec, non-conformance materials requiring rejection, requests for information, material submittals, and change orders.
- Maintaining up to date reporting has led to on schedule and on budget earned value reporting.

Consultant | American Airlines – New York, NY | 2019 – 2020

- Provided direction and leadership to the aviation department. Managed the day to day operation and programs related to the department, coordinating program development through the concept, planning and execution of works into operation.
- Ensured all deliverables were approved airport facility authorities.

Construction Manager | MARRS Service Corp. Design & Engineering – Fullerton, CA | 2018 – 2020

- Responsible for engaging all stakeholders for logistics and coordination of construction for all significant impacts of planned, ongoing, and future landside airport construction projects, including a new Airport Metro Connector (AMC), Intermodal Transfer Facility (ITF).

Resume

Roman Jauregui, PE

Atkins, Sr. Resident Engineer

Professional Biography

Mr. Jauregui has 35 years of transportation engineering experience. Prior to joining Atkins, Mr. Jauregui was employed with the Colorado Department of Transportation (CDOT) where he held a variety of positions, most recently as a resident engineer for Region 1. He served on several CDOT task forces and committees including: Resident Engineer Committee, Vice Chair 2011/2012, Chairman 2012/2013, Member 2013/2014; Accident Review Board, 2010-2013; and the Project Delivery Advisory Council, 2008/2009.

Relevant Experience | Highlights

Construction Project Engineer | SH 109 Overlay Construction Management Services, Colorado Dept. of Transportation, Region 2, La Junta to Kim, CO | 03/2021–10/2021

- The project resurfaced 31 miles of two-lane roadway in southeastern Colorado. With a construction cost of over \$10M, approximately 82,000 tons of HMA were placed along with replacement of guardrail and all existing signs and delineators to improve safety and meet current design standards.
- After receiving an eleventh-hour notice-to-proceed, Mr. Jauregui began reviews of front-end submittals including subcontractor Forms 205, MHTs, Safety Plans, Methods Statements, Project First, Public Information releases, Work and Drawdown Schedules, all while preparing for the PreSurvey, PreEnvironmental, and PreConstruction conferences.

Resident Engineer | I-25 North Meadows Extension, Planning, Design, and Construction Oversight, Town of Castle Rock, CO

- Mr. Jauregui provided oversight during the NEPA clearance, design and construction during a 6-year period for an \$84M project.
- The project team selected CM/GC as the preferred delivery method for this project and Mr. Jauregui was intimately involved with deciding the delivery method, selecting the contractor, and the design approach that satisfied CDOT and FHWA requirements.
- New interchanges on I-25 and US 85 were constructed and, at times, required firm guidance to a local agency not familiar with federal requirements and CDOT protocol.

Relevant Experience | DEN Projects

- US 85 Corridor, Cook Ranch to Louviers, and, Louviers to MP 191, Design and Construction, CDOT, Douglas County, CO
- I-25 South Planning and Environmental Linkage (PEL).
- US 85 from Sedalia to C-470 PEL

Certifications | Affiliations

Professional Engineer

- Colorado 0035637, 2001

Education

- M.S., Geotechnical Engineering, Arizona State University, 1989
- B.S., Civil Engineering, Arizona State University, 1986

Tenure

- 34 years of industry experience
- <1 year with Atkins

Resume

Dimitry Z. Gershman, PMP

Atkins, Project Manager

Professional Biography

He has 10 years of project management, business analysis, marketing, and finance experience. His technical knowledge includes enterprise level software solutions, with a fundamental understanding of how to apply them to any organization. Mr. Gershman also has an in-depth understanding of the inputs, tools, and techniques, and outputs of the project management process.

Relevant Experience | Highlights

Senior Project Manager | Massachusetts Dept. of Transportation (Aurigo Software Technologies)

- Led capital investment project discovery across Massachusetts Department of Transportation's (MassDOT) eight divisions identifying solutions to accommodate a \$3 billion per year capital expenditure.
- Facilitated discussions across cross divisional and cross functional teams to integrate Capital Investment Planning and Statewide Transportation Improvement Planning into one capital plan.
- Led aeronautics implementation project which required custom configurations to accommodate hundreds of external users as well as internal MassDOT staff to completely automate several Aeronautics processes.
- Led federal aid billing (FAPRO) software solution project for the finance department focusing on integrating Masterworks with FMIS in order to automate the federal reimbursement process.

Lead Business Analyst | Colorado Department of Transportation | 10/2014-10/2017

- Developed the Colorado Department of Transportation's (CDOT) Business Analysis Program within the Division of Accounting and Finance.
- Led efforts to onboard consultants through various procurement activities.
- Led new work group in obtaining relevant data, organizing information, and creating usable outputs to report back to senior management and stakeholders.

Relevant Experience | DEN Projects

- Highly familiar with the processes of large-scale public projects from working with myriad transportation departments such as Massachusetts, Dallas and Colorado.

Certifications | Affiliations

- Project Management Professional (PMP), Project Management Institute, 2014 (exp. 2020)
- Certified ScrumMaster (CSM), ScrumAlliance, 2015 (exp. 2019)
- Change Management, Prosci

Education

- M.B.A., Business Administration, University of Denver, 2017
- B.B.A., Business Administration, Emphasis in Marketing, University of Colorado, 2011

Tenure

- 10 years of industry experience
- 3 years with Atkins

Resume

Brandon Schissel

Atkins, Assoc. Construction Manager

Professional Biography

For ten years prior to joining Atkins, Brandon Schissel performed heavy civil construction with Kiewit Corporation for large, complex highway and aviation projects throughout the western United States, including design-build and construction manager/general contractor alternative delivery methods. His roles have included project engineer, superintendent, project manager, and task lead with responsibilities including operations, field supervision, project controls, quality, safety, stakeholder relations, and financial performance.

Relevant Experience | Highlights

Design Services (during construction) Lead | Maryland-National Capital Purple Line Project, Maryland Transit Administration, Baltimore, MD | 01/2018 - 03/2018

Responsible for coordinating between construction personnel and the design team for post design needs. This included:

- Assuring timely responses to RFIs and approval of shop drawing submittals.
- Coordination between design team and construction team to prepare and issue field design changes (FDC) and notice of design changes (NDC).
- Performing quality assurance reviews on FDC and NDC to before being submitted to the client.

The total project cost is stated by MTA to be approximately \$3.3 billion with estimated construction costs between \$1.4–\$1.6 billion.

Assistant Project Engineer | SH 95 (North Sheridan Boulevard) Resurfacing from 25th Avenue to 52nd Avenue, Colorado Dept. of Transportation, Denver, CO | 1996 - 2008

- Provided contract administration, documentation, coordination between local agencies and the contractor for this \$3.5 million project.
- Responsible for field inspection performing quality assurance inspection of asphalt removal, asphalt paving, curb ramps, curb and gutter and sidewalk installation.
- This project consisted of removal of 78,750 square yards of asphalt mat and 11,400 tons of asphalt overlay, removal and installation of 32 curb ramps, 580 square yards of concrete sidewalk, and 2300 linear feet of curb and gutter. The work also included replacement of 46 pedestrian signal faces and 10 traffic signal faces.

Relevant Experience | DEN Projects

Experience with myriad transportation agencies, including but not limited to:

- Colorado Dept. of Transportation
- Los Angeles County Metropolitan Transportation Authority
- California Dept. of Transportation
- Maryland Transit Administration

Certifications | Affiliations

- Stormwater Management
- Erosion Control Supervisor
- Traffic Control Supervisor

Education

- B.S., Mechanical Engineering (Minor: Business Administration), University of Iowa, 2004

Tenure

- 15 years of industry experience
- 5 years with Atkins

Resume

Bill Schiebel, PE RockSol, Senior Pavement Engineer

Professional Biography

Bill joined RockSol after 27 years of experience in transportation, engineering, and management with CDOT, where he focused on pavement materials design properties and specification. He has experience with project and employee management, and he has coordinated project scoping guidelines, pavement design requirements, technical materials research, innovative treatment specifications, and performance tracking to set direction for new statewide practices on the treatment and management of state highway pavements. Bill has extensive experience leading and coordinating exchanges of technical information with numerous and varied stakeholders.

Relevant Experience | Highlights

Airport Ramp Pavement Assessment | City of Boulder | 2021-2022

Project Manager. In the 2020 construction season, the construction on this project was completed. Portions of the airport pavement received only crack seal and seal coat maintenance treatments. Other runway and taxiway pavement locations on this project were rehabilitated by methods including milling, crack repair, hot mix asphalt (HMA) overlay, and full-depth HMA reconstruction. RockSol provided engineering assistance in evaluating the performance and condition of the crack repair and seal coat placed in 2020. Project work for RockSol included completing a review of the 2020 construction, a site assessment of pavement condition, and a technical letter summarizing the condition of pavement treatments and any recommended actions based on current conditions.

Colorado Air & Space Port | Front Range Airport | 2021

Pavement Engineer. This project involved rehabilitation work on Taxiway C. Geotechnical project work included a site visit to observe and document general existing pavement surficial conditions/distress, 4 boreholes with pavement cores, soil sampling and testing, and preparing and submitting a Geotechnical Investigation Report. RockSol conducted the geotechnical investigation and provided detailed recommendations for pavement rehabilitation and site drainage improvements.

Material Testing Certification Training Program | Adams County | 2019

Project Manager. This project for Adams County involved training County field staff with the goal of acquiring their materials testing certifications. Training followed the established RockSol Construction Materials Technician Certification Training Plan with customizations specifically for Adams County staff.

Relevant Experience | DEN Projects

- Airport Ramp Pavement Assessment
- Colorado Air & Space Port
- I-25 South Gap
- CDOT State Materials Branch Manager

Certifications | Affiliations

- American Council of Engineering Companies Colorado Subsurface Utility Law
- CDOT Compliance Trainings

Education

- B.S., Civil Engineering, University of Wisconsin

Tenure

- 32 years of industry experience
- 5 years with RockSol

Resume

Lauren Gentile

RockSol, Environmental Services Manager

Professional Biography

Lauren has 13 years of experience in natural resources management and compliance with both state and federal environmental regulations. She specializes in erosion control inspection, biological resource assessments, vegetation surveys, and the review and implementation of environmental permits and clearances. Lauren ensures the contractor meets environmental compliance requirements for stormwater, dewatering, APEN, SB 40, and 404 permits and certifications, as well as compliance with all NEPA mitigation measures. She has also worked as the environmental project manager during the design phase to anticipate any environmental requirements prior to construction, reducing project costs and delays due to environmental related permitting and clearances.

Relevant Experience | Highlights

I-25 North Express Lanes Segments 7 & 8 Design Build | CDOT Region 4 | Fort Collins/Windsor, Colorado

Environmental Services Manager. Lauren is monitoring the work to ensure compliance with NEPA and stakeholder mitigation measure commitments and environmental permit requirements, including CDPS stormwater construction, dewatering, and MS4 permits, as well as 404 and APEN.

I-25 North Segments 5 & 6 CMGC Project | CDOT Region 4 |

Environmental Services Manager. Lauren is monitoring current construction work to ensure compliance with NEPA and other mitigation commitments and environmental permit requirements, including CDPS stormwater construction, dewatering, and MS4 permits, and 404 and APEN.

SH 66 Hover Street to US 287 Improvements | City of Longmont |

Environmental Services Manager. Lauren is serving as the environmental manager, providing the NEPA categorical exclusion for this local agency project. Environmental tasks include historic coordination, noise wall analysis, 4(f) analysis, MS4 coordination, ISA, and general biological resources clearance memo.

SH 52 Planning & Environmental Linkage (PEL) | CDOT Region 4 |

Environmental Specialist. As the wildlife biologist for the project, Lauren determined potential impacts to threatened and endangered species, federally protected migratory birds and birds of prey, and areas where wildlife-vehicle collisions are likely to occur. RockSol provided desktop review and GIS data compilation of multiple resources within 1000-ft of the corridor including wetlands and other waters of the US, 4(f), 6(f), T&E, history, vegetation, and water quality factors.

Relevant Experience | DEN Projects

- I-25 North Express Lanes, Johnstown to Fort Collins
- I-25 North Express Lanes, SH 402 to SH 66

Certifications | Affiliations

- Preble's meadow jumping mouse Recovery Permit, CO
- Colorado State University Preble's Meadow Jumping Mouse Trapping Training
- Occupational Safety and Health Administration OSHA 10 Road Construction
- CDOT SWMP Preparer
- Colorado Contractors Association Traffic Control Supervisor
- CDOT Transportation Erosion Control Supervisor

Education

- B.A., Environmental Studies, University of Colorado
- B.A., Geography, University of Colorado

Tenure

- 13 years of industry experience
- 4 years with RockSol

Resume

Robert Coloroso, PE RockSol, Inspector

Professional Biography

Robert brings a versatile skillset to his projects. He is adept at successfully and effectively interacting with contractors across multiple trades. He has excellent engineering and management skills demonstrated by completion of complex and demanding projects. Robert has been recognized consistently for his performance excellence and contributions to project success. Over the past few years, Robert has worked almost exclusively on the DEN QAISIS contract, providing quality assurance inspection services on a variety of airside and landside projects. Robert has performed as RockSol's DEN Authorized Signatory.

Relevant Experience | Highlights

Concourse Expansion Project | DEN

- Robert served as the lead inspector for this \$400M project adding 6 additional aircraft gates to concourse.
- Managed a multidisciplinary team of inspectors for building renovation and new construction. The team included civil, electrical, mechanical, welding, jet fuel, and firestopping inspectors.
- Created schedules and performed onboarding and training for all team members.
- Utilized personnel in efficient manner to cover a large number of inspection requests in demanding schedules for approximately fifty subcontractors. The compressed schedule dictated 24/7 project coverage by inspectors.
- Worked closely with DEN Project Managers.

Annual Airfield Pavement Rehabilitation | DEN

- This project involved removal and replacement of over 150 concrete panels, along with electrical and utility structures, located in the non-movement area of Denver International Airport.
- Robert assisted Airfield Operations with closures and escorts in the movement and non-movement area.

Relevant Experience | DEN Projects

- DEN Taxiway F&G ~ Inspector
- DEN GARDI ~ Inspector
- CDOT R2 Utilities Observation ~ Construction Inspector

Certifications | Affiliations

- Professional Engineer: Colorado
- ICC – Commercial Building Inspector
- ICC - Master of Special Inspection
- ICC – Reinforced Concrete Special Inspector
- ICC – Structural Masonry Special Inspector
- ICC - Structural Steel and Bolting Special Inspector
- ICC – Structural Welding Special Inspector
- DEN Airport Badge and Driver Training
- (Authorized Signatory)
- LabCAT CAPA I

Education

- BS, Mechanical Engineering, Colorado State University

Tenure

- 7 years of industry experience
- 5 years with Rocksol

Resume

Relevant Experience | DEN Projects

Has worked on DEN Airfield Operations and has

Movement Areadriving access and training through DEN's Airfield Operations, an important consideration for airfield work.

Certifications | Affiliations

- ICC – Reinforced Concrete Special Inspector
- DEN Airport Badge and Driver Training
- CDOT Soils Inspector
- CRMCA Concrete Pavement Inspector
- LabCAT CAPA A
- LabCAT CAPA B
- Transportation Erosion Control Supervisor
- ACI Concrete Field Testing Technician

Education

- BS, Land Use – Geology, Metropolitan State University of Denver

Tenure

- 14 years of industry experience
- 4 years with Rocksol

Georgi Georgiev

Rocksol, Inspector

Professional Biography

Georgi is an experienced inspector and tester, with emphasis on work at the Denver International Airport (DEN). He has performed field and laboratory testing as well as inspection of construction materials. He has tabulated, prepared, and submitted data and observation via written and digital reports. His work has included numerous concourse and runway pavement rehabilitation work. Georgi is also adept with ArcMap and ArcGIS. Since joining RockSol, he has continued his work performing inspections at DEN.

Relevant Experience | Highlights

Glycol Pond-001 | Denver International Airport

- Georgi assisted Airfield Operation with taxiway closure due to the difficult location of the construction site.
- Observed and inspected excavation and back fill of a trench for 8' RCP line, connecting the newly build pond to a distribution station.
- Observed and inspected the installation of a 8' RCP pipe.
- Observed and inspected the installation of a slope liner, sluice gate and the concrete bottom of the pond.
- Inspected reinforcement of concrete foundations.
- Submitted daily quantities and reports to the project management.

Annual Airfield Pavement Rehabilitation | Denver International Airport

- Georgi assisted Airfield Operations with closures and escorts in the movement and non-movement area.
- Opened and closed construction security gates and maintained haul routes.
- Inspected reinforcement of panels, water vaults, electric vaults, and utility structures.
- Submitted daily quantities and reports to the project management.
- Verified the installation of new sign pads and light cans.
- Inspected installation of dowels, concrete placement and surface smoothness.
- Verified locations of construction/contraction joints.

Resume

Relevant Experience | DEN Projects

- Pena Boulevard Design-Build, Denver International Airport (further detailed in 'Relevant Experience')

Certifications | Affiliations

- Professional Engineer, CO
- Precast/Prestressed Concrete Institute Professional DBIA
- CDOT Compliance Trainings
- Colorado Contractors Association Traffic Control Supervisor

Education

- B.S., Geological Engineering, Colorado School of Mines

Tenure

- 37 years of industry experience
- 3 years with RockSol

Jim Zufall, PE RockSol, Project Manager

Professional Biography

Jim has over 35 years of experience in the transportation industry, including over 25 with the Colorado Department of Transportation. During this time, he served in a variety of roles, most recently as manager of CDOT's Materials and Geotechnical Branch, where he ensured statewide American Association of State Highway and Transportation Officials certification and compliance with federal regulations. He also provided technical assistance, engineering support, subject matter expertise, training, and performed quality assurance/quality control functions for the chief engineer, director of staff services, and CDOT's five engineering regions. Prior to joining RockSol, Jim managed the Disputes and Claims Support Contract as a consultant, assisting CDOT with claims and dispute cases on a variety of projects. Jim specializes in mentoring our construction managers in the complexities of contract administration in order to minimize disputes and to assure high quality, resulting in successful projects.

Relevant Experience | Highlights

Pena Boulevard Design-Build | Denver International Airport | Construction Manager | 2017-2019

- Mr. Zufall served as the construction manager on the \$80 million design-build project for Denver International Airport.
- Part of his work included developing the RFP documents for the owner.

I-70/Pena Boulevard | CDOT - Region 1 | Construction Management Representative | 2014

- This project consisted of minor bridge rehabilitation and bridge expansion joint work on two structures, concrete sealer, temporary bridge deck, thin bonded overlay, reinforcing steel, and construction traffic control.
- The third structure consisted of overlay and new striping. This project used the new polymer plasticized concrete that is fairly new to the Colorado Department of Transportation and Colorado.

Disputes and Claims Support | CDOT - HQ | Project Engineer | 2021-present

- Jim is currently managing RockSol's contract to provide disputes and claims support to CDOT.
- Prior to joining RockSol, he also managed this contract under another consultant.

Resume

Relevant Experience | DEN Projects

- United Pavement & Facilities Assessment at DEN
- United Airfield Rehabilitation at EWR
- DEN On-Call Civil Engineering Services

Certifications | Affiliations

- PE: CO, AZ, MT, TX, WY, Guam
- ASCE Member
- Design Management Fundamentals – Design Build Institute of America (DBIA)
- Design and Operation of Work Zone Traffic Control – NHI & Federal Highway Administration (FHWA)
- Highway Safety Manual Training - AASHTO
- Stormwater Management Supervisor Certification – CDOT
- Roadside Design – National Highway Institute (NHI)
- Environmental Boot Camp for Engineers – American Society of Civil Engineers (ASCE)
- Context-Sensitive Solutions – American Society of Civil Engineers (ASCE)

Education

- BS Civil Engineering, Colorado State University

Tenure

- 34 years of industry experience
- 1 years with Civil Innovations, LLC

Jeff Wilson - PE

Civil Innovations, LLC, Sr. Project Manager

Professional Biography

Over 34 years of experience in the design, management and construction of transportation and multidisciplinary civil engineering projects,. Jeff is currently the lead civil engineer for United Airlines Finance Department conducting evaluations at EWR, DEN, SFO, IAH, and ORD. Talents and experience include program management/owner's representative and alternative delivery projects in Design-Build (D-B) and Construction Management/ General Contractor (CM/GC) delivery methods. Served as the consultant project manager for CDOT's first CM/GC project at the Eisenhower-Johnson Memorial Tunnels and was Parsons Brinckerhoff's project manager for the tunnel design and lighting on the I-70 Veterans Tunnels Widening CM/GC Project, also for CDOT. Served as the deputy project manager on the owner's program management team on CDOT's \$150M COSMIX D-B project in Colorado Springs. Program management experience also includes over 3 years serving as the Planning and Design Program Manager for the Guam Island-wide Program Management Services contract for the Guam Department of Public Works and FHWA. In that role, was responsible for the oversight and delivery of the Federally funded road and bridge program for the U.S. Territory of Guam.

Relevant Experience | Highlights

Sr. Project Manager | United Airlines | Jan 2022 - Present

- Owner's representative responsible for the pavement and facility condition assessment of the United South Cargo, United Hangar, and Ground Service Equipment facilities located at DEN. The 86,000 sf South Cargo and office facility will be assessed and recommendations made for structural and drainage improvements.
- Jeff is the Sr. Project Manager and Owner's Representative for this assessment and the projects that may arise from the assessment. His experience evaluating infrastructure gives him unique insights into the rehabilitation needs.

Sr. Project Manager | United Airlines | Jan 2022 - Present

- Airfield pavement condition assessment and drainage system condition assessment for the United Airlines Finance group. Owners' representative for procurement and contract administration for the pavement assessment for over 86 acres of pavement and subsurface investigation and mapping. This \$1.7M assessment will evaluate the aging infrastructure at Newark Liberty International Airport and define future infrastructure improvements and projects.
- Jeff is the Sr. Project Manager and Owner's Representative for the assessment and the projects at EWR.

Project Manager | Denver International Airport (DEN) | Jan 2007 – Nov 2008

- Project Manager responsible for management and design of the Picadilly Bridge and Peña Boulevard Lane Widening. This 0.9-mile bridge and roadway widening project was valued at \$2.5M. The work was performed under the on-call civil engineering design services contract and completed to 100% PS&E in six weeks. Significant coordination and management were necessary to meet the short design schedule, and the DEN's advertisement date. Important elements included widening Peña Boulevard and two bridges, signing and pavement marking, lighting, and water quality.

Resume

Kenneth (Ken) Pavlick

Civil Innovations, LLC, Sr. Project Manager

Professional Biography

Ken has 36 years of experience in both vertical and horizontal construction. His horizontal experience includes highway/bridge construction, widening and safety improvements, interchanges, long-span structures, heavy/light rail track, monorail, major structures (i.e., parking structures, box culverts, numerous types of retaining walls) project field inspection and testing. His vertical experience includes design, permitting and building residential homes, two commercial units and structures for Eisenhower/Johnson tunnels (CDOT). Ken has been responsible for the development of many (CADD) and drafting standards as well as quality control (QC) programs. Additional responsibilities include QC and checking of contract drawings to insure conformance to internal and external standards.

Relevant Experience | Highlights

Project Manager II | DEN Landside Engineering | Dates February 2017 to March 2020

- Completed multiple projects including the Pikes Peak Parking Rehabilitation, this project was a white-topping of the existing lot while providing upgraded ADA ramps, and the bus shelters. Additionally, Ken was involved in the repair of the Mod 4 East Bridge Repairs after an RTD bus hit the structure. Additionally, Ken was involved in the Pena Blvd. annual repairs, 78th, 71st and 72nd Ave roadway repairs, DEN materials yard management, project inspections and testing reviews.
- Ken was the Project Manager on these projects and was part of the integrated staff at the Landside Engineering office. His experience with both roadways and structures was valuable to the team.

Structural Project Designer | CDOT/FHWA | Dates February 2016 to January 2017

- The US Highway 34 Canyon sustained a historic flood in 2013. There were immediate flood repairs to reopen the highway and subsequent years of reconstruction. This repair required bridge and wall design for lower narrows portion of US 34 canyon for flood redundancy.
- Ken prepared bridge plans and reports for four bridge structures and approximately two miles of continuous tie-back and soldier pile walls along the Big Thompson River lower narrows area.

Local Agency Project Manager | CDOT/FHWA | Dates September 2013 to March 2016

- Following the floods of 2013, there were numerous projects that needed to be completed with FHWA disaster funds. Managed the projects of two disaster-stricken counties totaling 27 projects, preparation of detailed Damage Assessment reports for approximately 68 million dollars of damage.
- Ken evaluated 24 bridges, numerous culverts/CBC and approximately 2600 lf of various wall types. Prepared structural conditions report for prioritizing repairs for federal funding and project allocation.
- Functioned as Project Manager/Local Agency Manager for Larimer and Boulder counties, cities of Loveland, Berthoud, Estes Park and Fort Collins.

Relevant Experience | DEN Projects

- Pike's Peak Parking Rehabilitation
- Mod 4 East Emergency Bridge Repair
- Pena Blvd Annual Pavement Repair
- Muddy Creek Mitigation and CBC repair
- E. 75th Avenue Paving
- E. 71st Overlay Project
- North and South Recycling Yard Asset manager

Certifications | Affiliations

- Licensed Residential (Type GC) and Commercial (Type A and B) Contractor
- OSHA Bridge Safety and Inspection Certified
- NHI Fracture Critical Inspection Techniques for Steel Bridges
- NHI In Service Bridge Inspection Certification and Refresher Training
- NHI Bridge Construction Inspection Certification
- CCA Bridge Girder Erection and Safety Certification
- CETC-150 Storm Water Management and Erosion Control Course
- CCA Work Zone Traffic Control Course
- CDOT Bridge and Field Inspection Certifications

Education

- AS Engineering Technician of Structural Design, University of Colorado at Denver

Tenure

- 36 years of industry experience
- 1 years with Civil Innovations, LLC

Resume

Relevant Experience | DEN Projects

- United Pavement & Facilities Assessment at DEN
- United Airfield Rehabilitation at EWR
- DEN On-Call Civil Engineering Services

Certifications | Affiliations

- Professional Engineer CO #44306
- DBIA Associate

Education

- BS Civil Engineering, Montana State University

Tenure

- 21 years of industry experience
- 1 years with Civil Innovations, LLC

Michelle Martin, PE

Civil Innovations, LLC, Sr. Project Manager

Professional Biography

Accomplished Engineer and Leader with experience in the transportation industry managing teams to deliver exceptional projects from inception through closeout. Her work at CDOT, DEN, and United Airlines highlight her expertise with horizontal planning, design and construction. She is skilled at managing a diverse group of people, projects, and stakeholders to maintain and improve the airport infrastructure. Extensive experience in all phases of project management including design development, budgeting, estimating, and construction. Excellent strategist with the ability to quickly identify problem areas, gain consensus and implement effective solutions.

Relevant Experience | Highlights

Program Manager | United Airlines | May 2021 - Current

- This project takes an existing flight training campus and expands it to accommodate 600 students per year. The project included the master planning effort and renovations to prepare an aviation school for United Airlines use. This work included procuring and overseeing the master planning effort and the design and construction of renovations needed to open the and expand the school.
- Michelle was the Program Manager overseeing the Master Plan, the design and construction of new IT infrastructure, dormitory facilities, simulator space, and administrative space.

Project Manager | United Airlines | October 2021 - Present

- This project will complete an airfield assessment of the Newark Liberty (EWR) Concourse C pavement and underground infrastructure. This includes the review of the pavement report, evaluate field conditions, propose repairs, and solicit an RFP for underground utilities survey, surveying, drainage review and prepare project scope for future project bidding for design and construction.
- Owners' Representative for United Airlines responsible for A&E plans, airlines coordination, RFP selection, meetings, and reports.

Program Manager | DEN | September 2016 – October 2019

- Oversaw the selection of a program management team and the selection of a design-build team for the reconstruction of inbound and outbound Pena Boulevard from Jackson Gap to the Terminal at DEN.
- Worked with stakeholders to obtain consensus and balance the needs of each user group to create a project that would serve DEN into the next phase of growth.

Resume

Alvin McBorrough, PMP

OGx Consulting, CEO & Principal Consultant

Professional Biography

Mr. McBorrough is an inspirational leader with over 25+ years of experience in Executive Leadership and Consulting positions for large to mid-sized organizations. He has supervised over 5K+ client's mission-critical business and technology initiatives/projects from start-ups to Fortune 500 companies. I'm a servant-leader and promotes learning in others by building relationships with cross-functional stakeholders.

Relevant Experience | Highlights

Lead Consultant | Denver International Airport | Nov. 2021 - Present

- Working with DEN's leadership team to designed and revamped the Airport's Enterprise Asset Management Program. Most recently OGx completed a detailed Maturity Assessment, Gap Analysis, Strategy Framework, and detailed Improvement Roadmap for DEN's Asset Management program.
- Additionally, OGx is also working with DEN leadership to assess their executive dashboard and reporting mechanisms to track and manage their strategic and operation performance.

Principal Consultant | LA Metro | June 2016 – Present

- Managed multi-year Technology roadmap planning and prioritization across data engineering, BI and data science functions, including boundary-pushing initiatives for the company in terms of magnitude and complexity of data sets.
- Established strategy, roadmaps and execution plans for the utilization of transformational practices in the use of intelligent data and insights through the application of advanced analytic techniques understanding to improve the effectiveness of an organization's decision-making process.

Principal Consultant | WMATA | September 2021 – Present

- Developed enterprise data programs, including data governance, data quality, data management, data integration, migration, data delivery services, data analysis, data science, data mining, and emerging data technology platforms.
- Created multiple competency areas of data and analytics delivery; examples are data warehousing, business intelligence (BI), data governance, data architecture, data integration, data classification, data strategy, data quality management, data security, and privacy, MDM, data standards, regulatory compliance, and enterprise architecture frameworks.

Relevant Experience | DEN Projects

- Enterprise Asset Management
- Executive Dashboard
- Data Governance

Certifications | Affiliations

- Project Management
- PMP
- Lean Six Sigma
- Agile Scrum Master
- GCP Architect
- List here

Education

- MBA, University of Chicago – Booth School of Business
- Masters, Telecom Management & Strategy, University of Denver
- BA, History & Religion, University of Ghana

Tenure

- 25 years Consulting Experience
- 15 years Transportation Industry Experience
- 12 years OGx Consulting
- 6 years Cisco Systems
- 2 years LUMEN
- 4 years AT&T

Resume

Relevant Experience | DEN Projects

- Enterprise Asset Management
- Project Management
- Denver International Airport - Contract Management & Administration within Airport Infrastructure Management-AIM
- MEP Projects-AIM
- Civil-Structural Engineering
- Engineering and Technology Management-ETM
- Operations & Maintenance

Certifications | Affiliations

- Project Management
- General Engineering – A Licenses – CA, WA
- Construction Management Instructor – CA Structural Ironworkers
- Member - ACI, AISC

Education

- Bachelor of Engineering – Civil & Structural Specialty – Colorado School of Mines
- BSc, Civil Engineering, Don Bosco Polytechnic, Monrovia, Liberia

Tenure

- 15 years Consulting Experience – PM & Owners Representation
- 15+ years – Utility Scale Renewable Energy Design-Build + O & M Services
- 7 years - Grand Bridge, Inc.

Sami M. Mourtada

OGx Consulting, Principal Consultant

Professional Biography

Mr. Mourtada is a goal/results-driven professional demonstrating repeated achievement in engineering, procurement, and construction management. Strong partnership building skills with proven ability in project scope implementation and delivery of large-scale infrastructure projects, and utility scale power generation projects. Strengths in: Project Management & Team Leadership – Business Development and Negotiations, Contract Management (EPC), Budget Preparation and Management, Facility/Asset management, Develop and Implement Quality Program, Contractor & Workforce Management, Value Engineering and Process Improvement.

Relevant Experience | Highlights

Grand Bridge Inc. – Principal Engineer, Partner | March 2015 – Present Project Manager, Owner Site Representative, Consultant

- Directly manage General Contractors, measure and report key performance indicators for meeting budget, safety, and schedule goals and report to project team and company executives.
- Over the past 5+ years, achieved stellar results by delivering projects on-time and on/under budget prioritizing safety and quality metrics at all stages of the projects. Activities effectively conducted on behalf of clients include, but not limited to, RFP Development and Evaluation of Proposals, Contract Negotiations, Selection Criteria for Contractors, Budget Preparation, Value Engineering, Constructability Reviews and Construction Management, Quality Control and Quality Assurance built into work processes.
- Public and Private clients in the Energy/Utility, Infrastructure, and Transportation industries.

Algonquin Power Company, Liberty Power, Canada| 2015 – 2018 Senior Project Manager/Owner's Representative - Renewables

- Development of Renewable Energy Power Plants with Operations & Maintenance Facilities. Led a multi-disciplinary team of Engineering and Construction professionals to deliver several large-scale renewable energy projects (solar, wind). Managed General Contractors, Tiered Sub-contractors and partnering with Municipalities/Customers for satisfactory project turnover. Located all over the United States, at completion, these power plants delivered over 750 Megawatts of power to the electrical grid.

Consultant | Denver International Airport| 2013 - June 2014 Contract Administration, Project Controls, Project Management – Airport Infrastructure Management (AIM)

- Contract Management and Administration for the MEP Group at AIM. Projects include the Hydronic System Optimization, Central Utility Plant – Sump Separation and Controls Upgrades, North Terminal – Rooftop HVAC Replacements, etc.
- Worked with engineers, inspectors, general contractors, to deliver projects on time and on budget.

Resume

Relevant Projects

- Digital Transformation
- IT Security Programs
- Technology Governance
- Business Relationship Management
- Project Portfolio Management
- Data Migration

Education

- BA, Political Science.
Cal State, Fullerton 1995

Tenure

- 23 years Consulting Experience, 20 years Client Delivery
- 2 years with OGx Consulting

Stephan J. Bridges, CSM

OGx Consulting, Senior Delivery Consultant

Professional Biography

Stephan Bridges is a Senior Consultant with more than 18 years of client delivery and consulting experience on over 30 notable projects with budgets ranging from \$30K to \$40M. An accomplished, solutions-focused delivery manager and technology consultant,

Stephan's experience includes large scale program and project management on custom development, infrastructure optimization, software packages, data and content migrations, strategy assessments, and leadership of 60+ member, cross-disciplinary teams. Stephan has extensive management experience with outsourcing solutions, vendor contracts, and service level agreements in both local and offshoring models.

Relevant Experience | Highlights

Business Relationship Manager | Los Angeles Metro | Feb 2020 - Present

- As part of the Governance team for Information Technology Services, our team assists Metro's departments examining business challenges, exploring opportunities, documenting requirements, and developing solutions through combinations of technology, process improvement, and change management.

Sr. Program Manager | Mattel | Sep 2017 – Feb 2020

- Supporting IT Security programs and projects in the Identity Access Management & Security Architecture Engineering Portfolios; Device Trust, Privileged Access Management, Vulnerability Management, and UAM Governance. Other projects included management of a large Data Center Migration as part of the Next Gen Program for Global Information Technology.

Group Mgr, Delivery & Account Leadership | Avanade | Sep 2015 – Sep 2017

Clients: Financial Services, Entertainment, Healthcare, Retail

- Supporting clients through digital transformation, workplace collaboration, digital marketing, and cloud strategy engagements leveraging Microsoft technologies and platforms. Managed Digital Strategy engagement for large healthcare client. Managed design and development of a custom research and collaboration platform for a global financial services firm.

Client Services Lead | Slalom Consulting | Jul 2014 – Sep 2015

Clients: Pharmaceutical, Consumer Products, Biotech, Med-Device

- Responsible for client delivery, growth strategy, and relationships for assigned accounts. Managed the operational paper for new accounts and engagements, selection and oversight of the delivery team, and management of budget, margins, and invoicing. Strategic focus was the achievement of sales goals and account growth, C-suite engagement, and positioning Slalom's in the local market.

Resume

Relevant Experience | Transportation Projects

- Enterprise Asset Management
- Technology Governance
- Data Governance
- Application Portfolio Management
- Project Portfolio Management
- Business Relationship Management

Education

- BS, Biology, Colorado State University - Pueblo

Tenure

- 6 years of Transportation Industry Experience
- 6 years with OGx Consulting

Brock Bauer

OGx Consulting, Engagement Manager

Professional Biography

Mr. Bauer is a high-performing consultant with extensive experience leading critical initiatives for large transportation agencies. His initiatives have resulted in tens of millions of dollars in cost savings for his clients and fundamentally transformed their business practices. Brock specializes in building and managing effective teams to deliver both immediate and lasting value after the engagement ends.

Relevant Experience | Highlights

Engagement Manager | OGx Consulting | Jan. 2016 - Present

- Provided oversight and leadership for OGx's California-based engagements, including serving as the primary advisor for client executives and ensuring successful outcomes across the portfolio of projects
- Aligned best practice-driven enterprise program efforts with organizational change management to maximize client engagement outcomes and value after project completion

Business Relationship Manager | LA Metro | Jan. 2018 – Present

- Designed and implemented a Technology Governance program to manage the Agency's technology standards, investments, policies, and procedures. The program was deemed so successful that the client created a formal governance department within IT after project conclusion
- Served as the primary liaison between IT and business stakeholders to manage a portfolio of more than \$200M of technology projects
- Realized more than \$10M in direct cost savings and avoidance through identifying and consolidating redundant efforts, improving business processes, and eliminating silos throughout the Agency

Asset Management Consultant | LA Metro | Jan. 2016 – 2018

- Performed an Agency-wide assessment of Physical and IT asset management practices, which included process mapping, asset condition assessments, and gap analyses across the enterprise
- Conducted a comprehensive Enterprise Asset Management software procurement preparation effort, including gathering detailed business and technical requirements, developing demonstration scripts, and performing market analyses for software vendors

Resume

David M. Springstead

OGx Consulting, Senior Principal Consultant

Professional Biography

Mr. Springstead is a results-oriented professional with over 35 years of progressive experience in whole-life cycle asset management, operations and maintenance, capital programming and delivery, project management and construction.

A leader, change agent, and team builder experienced in forming successful collaborative teams that achieve results in both the private and public sector. Encourages innovative and creative solutions; anticipates challenges, defines clear and measurable objectives, motivates and influences; insists on customer focused solutions, values diversity and fosters relationships between management and front-line personnel.

Also experienced in energy management services, electrical utility rate negotiations and power delivery for large multi-modal systems and infrastructure.

Relevant Experience | Highlights

Springstead & Associates, Inc. | President & CEO | Jan. 2021 – Present

- Independent consult proficient in both Operations and Capital business processes who brings immediate value to his clients.
- Diverse, effective communicator at all levels: Regulatory, Board and C-Suite, Senior and Mid-Management, Professional, Technical and Union/Organized Labor Crafts.
- Portfolio of clients includes private and public utility, transportation and manufacturing industries.

Chief Operating Officer | Metropolitan Atlanta Rapid Transit Authority (MARTA) Jul. 2019 – Dec. 2021

- Experienced in 24-7-365 operation, maintenance, and management of large transportation infrastructure, systems and right of way.
- Responsible for the Integrated Operations Center (IOC) - Bus, Rail and Police.
- Directed and managed a staff of thirteen-hundred personnel: management, operators, technical crafts (union and non-union) and contract personnel.

ISO5000 Certification | Executive Sponsor - Agency Lead | Metropolitan Atlanta Rapid Transit Authority | March 2019

- Led MARTA to become the nation's first major transit authority to achieve ISO5000 Certification in Asset Management.
- Certification achieved in Bus, Rail, Facilities, Maintenance of Way, and Vertical Transportation
- Developed MARTA's Strategic Asset Management Plan (STAMP).
- Secured Federal Funds (\$4.7M) to implement a new Enterprise Asset Management (EAM) System fully compliant to MAP-21 and FAST Act Federal Legislation.

Relevant Experience | DEN Projects

- Enterprise Asset Management
- Capital Programming
- Operations & Maintenance
- Systems Engineering

Certifications | Affiliations

- Institute of Asset Management (IAM)
- American Public Transportation Assoc. (APTA)
- Transportation Research Board (TRB) National Academy of Sciences (NAS)
- FTA State of Good Repair (SGR) Standards Group
- International Council of Systems Engineering (INCOSE)

Education

- Master of Science, Management, NC State University - Poole College of Mgmt.
- Bachelor of Electrical Engineering (BEE), Manhattan College, NY

Tenure

- 35 years of experience
- 10 yrs. Raytheon Engineers & Constructors
- 2 yrs. Hill-Phoenix/EDS
- 23 yrs. MARTA

Resume

Chad Rabon

AECOM, Program and Project Management

Professional Biography

Chad's has experience in commercial real estate, aviation and construction industry. His expertise includes public private partnerships, stakeholder relationship management, strategic project execution, project management and owner's representation of projects.

Relevant Experience | Highlights

Aviation Community and Administrative Facility | Centennial Airport | 2019

- Chad served as a senior project manager with responsibilities including managing procurement schedule, CMGC advertisement, selection evaluation, contract negotiations, master budget planning and construction administration services. Coordination with the architect/engineer and the Airport Authority driving the procurement of CMGC contract delivery method.

Spaceport America | New Mexico Spaceport Authority | 2008-2015

- Special use public-private partnership focused on aviation, aerospace and tourism, enabling space access for the public and commercial space operators.
- Chad served as Director of Operations. Primary responsibilities of program management for the design and construction of \$150M in direct budget management, primary liaison and management of two national and international anchor tenants (Virgin Galactic and Space X), contract administration of four national and international architect/design and engineering firms and contract management of 18 general contractors.

Spaceport America | Virgin Galactic Gateway to Space | 2012

- This building is a special use facility with a 50,000 sq ft. hangar for storage/maintenance of spaceships, multi-use facility to include Class A office and terminal hangar space for training of astronauts and VIP guests, on-site visitors space for general public complete with exhibits, lounge space for celebration area, restaurant area, and light industrial storage space for rocket motors and spaceship maintenance.
- Managed the design and construction of a LEED Gold, 3 story, 110,000 sq ft. Terminal Hangar Facility.

Relevant Experience | DEN Projects

- Experienced in the field of aviation - serving as the owner's representative developing a \$200M world-class spaceport

Certifications | Affiliations

- NA

Education

- BS, Agriculture Economics and Agriculture Business, New Mexico State University

Tenure

- 17 years of industry experience
- 3 years with AECOM

Resume

Relevant Experience | DEN Projects

- DEN QAISIS Deputy Program Manager
- Great Hall Renovation
- 26 Gate Expansions of Concourse A, B & C
- Pena Blvd Reconfiguration

Certifications | Affiliations

- PE:CO,WY,NV,UT, AZ,WA

Education

- BS, Civil Engineering, Colorado State University, 1994

Tenure

- 28 years of industry experience
- 5 years with AECOM

Eric McClure, PE

AECOM, Program Manager

Professional Biography

Eric is an experienced project manager and lead airfield civil engineer focused on airfield aviation projects at Part 139 commercial airports and municipal airports over the past 28 years.

Relevant Experience | Highlights

Clark County Department of Aviation | Harry Reid International Airport (LAS)– Project Management Support Services, Las Vegas, Nevada

- Design Manager for Airside and Landside Civil Projects. Provided design management services for numerous projects at LAS. Projects were managed through FAA approved design standards and milestones, then administered through construction phases as well. Projects managed included the West Apron Expansion, Terminal 1 Off-Site Power Feeds, and the East Airfield Drainage Improvements. Worked closely with CCDOA civil, electrical and construction management staff to assure all projects were designed as scoped and constructed per FAA Advisory Circular requirements necessary for FAA AIP Grant Reimbursement.

City and County of San Francisco San Francisco International Airport (SFO)– Project Management Support Services, San Francisco, California

- Design Manager for Airside Improvement Projects. Provided design management and construction management services for numerous airfield projects at SFO. Projects were managed through FAA approved design standards and milestones, then administered through construction phases as well. Projects managed included the Taxiway B/B5 Reconstruction, Runway 28L Reconstruction, Runway 28R Reconstruction, and Taxiways D & T Reconstruction. Managed in-house SFO civil and electrical design staff and AECOM construction management staff to assure all projects were designed as scoped and constructed per FAA Advisory Circular requirements necessary for FAA AIP Grant Reimbursement.

City of Denver | Denver International Airport (DEN) | Quality Assurance Inspection and Special Inspection Services, Denver, Colorado

- Deputy Program Manager overseeing quality assurance inspection staff for all airside and landside civil projects constructed at Denver International Airport (DEN). Quality Assurance Inspection Program for DEN encompassed design review, construction inspection, asset management and GIS management of every project constructed at the airport, including all airfield pavement projects, building facilities and concourse / terminal expansion programs. This program utilized the construction inspection skills of up to 100 project inspectors to assure that all projects meet, or exceed, the rigorous DEN quality standards.

Resume

Tracey A. Whaley, PE, FPE, CCP AECOM, Commissioning Manager

Professional Biography

Tracey Whaley brings 34 years of experience in construction and design as a mechanical and fire protection engineer. Her project experience includes a wide range of public, state, local, and federal sectors. Tracey assists clients in achieving their goals by reducing project costs, eliminating wasted effort, optimizing project goals and intent, improving user and occupant satisfaction, and using quality statistical tools to demonstrate energy savings.

Relevant Experience | Highlights

Commissioning Manager | Denver International Airport | 2012-2015

- The project consists of a Public Transit Center, which houses the FasTracks train platform, baggage screening, and baggage handling, a security screening checkpoint, and bus transit center. Also, includes new Westin Hotel 500+ guestroom facility with conference/ballrooms, and related support facilities.
- Commissioning Project Manager and Team Leader – coordinated and lead the commission activities to achieve LEED v2009 Fundamental and Enhanced Commissioning for the project. Worked with the contractors and DEN managers to establish the commissioning testing schedules to meet the project deadlines.

Commissioning Manager | San Francisco International Airport | 2013-2015

- Commissioning Services for the new Air Traffic Control Tower for compliance with California Title 24 code, FAA requirements and LEED certification.
- Commissioning Project Manager and Team Leader – coordinated and lead the commission activities to achieve LEED Fundamental and Enhanced Commissioning for the project. Worked with the contractors and Parsons CM managers to establish the commissioning testing schedules to meet the project deadlines.

Contractor's Commissioning Agent | NAVFAC Southeast | 2020-2022

- A new 117k sf Squadron Operations and Training Facility for the US Navy at NAS Corpus Christi. The facility includes squadron offices, training facilities, conference rooms, multipurpose room, training classrooms, and locker rooms/showers.

Relevant Experience | DEN Projects

- Hotel & Transit Center Commissioning

Certifications | Affiliations

- Licensed PE in CO, AR, CA, FL, OR, MO, IA, TX, WY
- ASHRAE, Chair SSPC 300 Subcommittee 1.1 Technical Requirements for HVAC Cx
- ASHRAE Senior Member
- Building Commissioning Association
- Society of Women Engineers

Education

- BS Architectural Engineering, Kansas State University

Tenure

- 34 years of industry experience
- 3 years with AECOM

Resume

Kelly Walker

AECOM, Administrative Assistant

Professional Biography

Transportation Group of AECOM Denver. Currently, she is assigned to support Denver International Airport onsite as the Administrative Assistant supporting over 60 Quality Assurance Inspectors employed between AECOM and various subcontractors. She regularly assists Support Staff members assigned to the DEN project office. She maintains and updates files and spreadsheets ensuring the overall quality of work produced onsite for both AECOM and DEN. She supports Professional Engineers and Project Managers on a continuous basis by drafting and formatting reports, assisting with timesheets and expense reports, and ensuring Quality Assurance plans are enforced. She also assists the Denver Tech office with billing and invoicing as requested.

Relevant Experience | Highlights

Administrative Assistant | Denver International Airport | April 2017 - Present

- Administrative Assistant for several ongoing projects over the course of five years.
- Maintain and update files and spreadsheets and communicate essential information to people involved in the Projects including Engineers and Administrative personnel. Draft reports and coordinate delivery ensuring accuracy while meeting critical deadlines. Participate in team meetings as well as conference calls. Assist in billing and invoicing coordination.

Administrative Assistant | Colorado Dept of Transportation | March 2014 – January 2017

- Document Control supporting the Flood Recovery efforts of the Colorado Department of Transportation (CDOT). She was remotely assigned to CDOT Region 4 Headquarters and was responsible for all documentation relating to over 30 projects.
- Supported Field Engineers as well as Program Managers. This effort was part of an emergency and permanent repair project relating to the Colorado Flood of 2013 damaging many Colorado roadways and bridges. Her responsibilities in Document Control extended into attending regional meetings and onsite support to ensure Federal procedures were properly followed.

Relevant Experience | DEN Projects

- Administrative Assistant to over 60 Inspectors at Denver International Airport
- Fleet Manager for over 40 vehicles at Denver International Airport

Certifications | Affiliations

- Associates Degree – Science - CCSN

Education

- Associates Degree – Science – CCSN
- Associates Degrees – Sociology - CCSN

Tenure

- 15 years of industry experience
- 15 years with AECOM

Resume

Jeffrey Warkoski, PE AECOM, Associate Vice President

Professional Biography

Jeff has more than 34 years of experience serving as program manager, project officer, project manager or project engineer on numerous aviation-related projects. He has successfully managed and executed highly complex programs requiring intensive coordination at large hub international airports such as DEN, MIA, DTW and LAX.

Relevant Experience | Highlights

New Future Runway Program Management | Denver International Airport | 2021-present

- Program Manager for the Program Management Team (PMT) functioning as the airport's representative for the development of the new future (7th and possibly 8th) runway at Denver International Airport. The program includes coordination of environmental clearance activities, design management and oversight, and ultimately construction management/commissioning.
- Program Manager

Runway 17R-35L Complex Pavement Rehabilitation | Denver International Airport | 2012-2013

- Portland cement concrete pavement panel replacement program 12,000-foot by 150-foot runway and parallel taxiways. The project also included **reconstruction** of Taxiway M2 to Aircraft Design Group V, runway shoulder widening to upgrade facility to Group V, runway and taxiway safety area grading, replacement of all airfield lighting with LED, and replacement of Pond 001 Glycol Diversion Structure actuators. The project required significant coordination between the project team, FAA, tower, operations, and tenants.
- Project Manager

Runway 25R Reconstruction | Los Angeles International Airport | 2017-2018

- Design and construction phase support of 5,000 feet of Portland cement concrete keel reconstruction at Los Angeles International Airport (LAX). This work also included the design and construction of new Taxiway B-17. As part of this work, the Sepulveda Bridge Tunnel was reconstructed.
- Project Manager

Relevant Experience | DEN Projects

- Runway 17R-35L Complex Pavement Rehabilitation
- New Future Runway Program Management

Certifications | Affiliations

- PE: CO, CA, MI, AZ

Education

- BS, Civil Engineering, Florida International University, 2004
- AS, Civil Engineering, Hartford State Technical College, 1987

Tenure

- 35 years of industry experience
- 9 years with AECOM

Resume

Kathryn Stevens, PE AECOM, Project Manager

Professional Biography

Kathryn is an interdisciplinary professional with experience across multiple sectors, including significant work in aviation and environmental.

Relevant Experience | Highlights

Runway 18R-36L Rehabilitation | Dallas Fort Worth International Airport | 2021 (completion)

- This \$150 million project included the major rehabilitation of Runway 18R-36L and other maintenance needs such as shoulder and drainage replacement, runway lighting update and replacement, and reconstruction of select connecting taxiways.
- As assistant project manager, she oversaw the design and construction phases, coordinating with internal and external stakeholders to support construction; analyzed schedule updates and negotiated contract extensions with the contractor; performed project health and financial analysis, including estimate at completion and estimate to complete.

Southwest End Around Taxiway (SW EAT) | Dallas Fort Worth International Airport | Design completed in May 2020 (Bidding and construction on hold at that time)

- This \$155 million project included designing an End Around Taxiway system that passed around the southern end of Runway 36L and Runway 36R.
- As assistant project manager, she facilitated the design and all stakeholder comments.

Runway 17R-35L Rehabilitation Design | Dallas Fort Worth International Airport | (50% design package anticipated) December 2021

- This \$200 million project design includes rehabilitating the entire runway and shoulder pavement, North and South blast pads, and Northeast and Southeast hold pads.
- As assistant project manager, she is responsible for overseeing the design effort.

Relevant Experience | DEN Projects

- Experienced in aviation having worked at DFW

Certifications | Affiliations

- PE: TX

Education

- BS, Environmental Engineering, Lehigh University
- BA, Architecture, Lehigh University

Tenure

- 7 years of industry experience
- 7 years with AECOM

Resume

Mark Hughes

AECOM, Digital Infrastructure Manager

Professional Biography

Mark has worked with owners, designers, and contractors in developing DFI (Digital Facilities and Infrastructure) processes for airport owners under all types of program delivery methods.

Relevant Experience | Highlights

Quality Assurance Inspection Services | Denver International Airport | April 2011 - Present

- Implementation of various DFI Process technologies to enhance the delivery of Design, Construction, and Operations and Maintenance models.
- Establishment of the Design Standards Manual and DFI standards; management and oversight of DFI development by designers and contractors for all Capital Improvement and Operations and Maintenance projects; enforcing the DIA expectations for the use of the DFI model; future use of DFI model for operations and maintenance efforts (Maximo).

The Green Build Terminal Expansion Program | San Diego International Airport | 2009 - 2012

- This Program was a 10 gate Terminal expansion with Apron, Taxiway, and Remain Over Night parking for 10 additional aircraft, and an additional of an elevated Departures Roadway system.
- Establishment of a common set of DFI standards for design and construction; management and oversight of DFI development by designer and contractor; enforcing the SDCRAA expectations for the use of the DFI model; future use of DFI model for operations and maintenance efforts.

3 Runway Systems Project | Hong Kong International Airport | 2015 - 2017

- The effort includes, “The Three Runway Systems” project and involves the reclamation of approximately 650 hectares of land. Also includes a Third Runway Concourse with 57 aircraft parking positions, expansion of the existing Terminal 2, a new Automated People Mover and a Baggage Handling System.
- Establishment of the DFI standards for design and construction; management and oversight of DFI development by designers and contractors for all work related to the program.

Relevant Experience | DEN Projects

- QA/QC Management
- Governance & Compliance
- Strategic Development
- Organizational Leadership
- Asset Management
- Product Implementation
- Process Standards

Certifications | Affiliations

- Architect: CO
- AAAE, ACRP Affiliated
- LEED AP

Education

- BA Case Western Reserve University
- M Arch, University of Illinois
- MS Civil Engineering, University of Illinois

Tenure

- 33 years of industry experience
- 11.5 years with AECOM

Resume

Mike Mowen, PE AECOM, Sr. Chief Inspector

Professional Biography

Mike's experience includes project management with construction materials testing and special inspections, as well as geotechnical engineering, working for both public and private clients.

Relevant Experience | Highlights

Concourse Expansion Project | Denver International Airport | February 2020 - Present

- Concourse expansion on all three existing concourses to include 39 new gates and increasing capacity by 30%.
- Chief inspector responsible for daily coordination, review, and general oversight of quality assurance and acceptance for special inspections and testing related to construction of special inspections related to the construction of 12-gate and 4-gate concourse expansions to that A and B West Concourses. Additionally, provides support to the B and C East Concourse Expansion projects.

Terminal C Expansion Project | John Wayne Airport | 2010 - 2012

- A new terminal building providing six additional gates. The project encompassed aspects of electrical, mechanical and plumbing systems.
- Project engineer for document control and review related to the materials testing and inspection services for the Terminal C commuter facilities. Coordinated document submittals related to on-site inspections as well as multiple source inspections at multiple fabrication facilities.

Regional Intermodal Transportation Center | Hollywood Burbank Airport | 2010 - 2015

- The RITC is a 300,000 square foot, three-level structure housing a consolidated rental car facility and customer service building. Facility was also designed to serve as the regional emergency response command center and incorporated significant seismic design upgrades.
- Project engineer for design and construction of foundation system for the RITC project.

Relevant Experience | DEN Projects

- Concourse Expansion Project

Certifications | Affiliations

- PE: CO, CA

Education

- Graduate Studies, Geotechnical Engineering, California State Polytechnic University of Pomona
- BS, Civil Engineering, University of California Los Angeles

Tenure

- 15 years of industry experience
- 2 years with AECOM

Resume

Relevant Experience | DEN Projects

- Managed multiple projects at DEN including Pikes Peak Parking Lot Phase I and II, and the On-Call Airport Landside Planning project

Certifications | Affiliations

- Registered Professional Engineer (Civil), Colorado
- WTS Executive Leadership Program

Education

- MS, Structural Engineering, University of Wyoming, Laramie, WY, 1991
- BS, Civil Engineering, University of Wyoming, Laramie, WY, 1988

Tenure

- 30 years of industry experience
- 3 years with Triunity

Jane Donovan, PE

Triunity, Sr. Project Manager

Professional Biography

Has more than 30 years of experience in program and project management for engineering planning, design, and construction on a large variety of project types, including over five programs delivered by design-build. Along with her technical achievements, Jane is known for her ability to negotiate equitable solutions for all stakeholders, manage on-call contracts, and develop innovative solutions that meet short- and long-term goals of clients and owners.

Relevant Experience | Highlights

Project Manager | Denver International Airport (DEN) On-Call Airport Landside Planning Project

- Served as an extension of airport staff, complementing their in-house capabilities, to conduct analyses and develop solutions for landside facilities.
- Projects included analysis and planning for the improvement, expansion, enhancement, and development of landside facilities, offering local knowledge to implement cost-effective solutions with all agencies associated with DEN.
- A total of eight task assignments were issued including traffic studies, recommendations for 2030 employee parking facilities, traffic signal warrant studies, and planning and conceptual design for 2015 proposed surface lots and garages.

Project Manager | CCD Pikes Peak Parking Lot Phases I and II

- Responsible for leading the design team through final design, including subconsultant management and acting as designer of record through final completion. This parking lot expansion was designed under a fast-track design process (two-month design phase) and required coordination for connection to power, coordination with Denver Water, and all permitting.
- The 3,500-space lot required grading, signage, drainage, storm sewer, sanitary sewer, lighting, ADA compliance, bus stop platforms and shelters, and AVI systems for parking control. Jane previously led Phase I, a \$5-million parking lot expansion also designed under a two-month fast-track design process).
- The 2,768-space lot required similar scope of services, as well as electrical building with bathroom lighting, exit booths, and toll collection systems.

Resume

Kurt Snitker, PE Triunity, Utility Project Manager

Professional Biography

As the utility manager for Triunity, Kurt works directly with third party utility owners to coordinate the relocation of various utilities, including development of relocation agreements, preparation of relocation plans, scheduling, construction staking, field coordination, as-built and close out documentation. In addition to coordination, Kurt is responsible for subsurface utility engineering compliance on projects initiated after the implementation of Colorado Senate Bill 18-167.

Relevant Experience | Highlights

Utility Manager | DEN Pena Boulevard

- As the utility manager for the Peña Blvd. Phase 1 expansion at Denver International Airport, Kurt is responsible for coordination with utility owners, the Design-Build team, and internal DEN staff to identify utility conflicts and relocation solutions as well as negotiate agreements with 3rd party Utility Owners related to the scope, cost responsibility, and performance of any identified relocations.
- Has utilized his relationships and experience to identify over \$1 million dollars in utility relocation cost savings before the start of construction.

Utility Design Lead and Utility Coordinator | CDOT Central 70

- As the utility design lead and utility coordinator for Central 70, Kurt was responsible for managing the in-house design of three major transmission water main relocations from 24"-42" in diameter, 2.5 miles of distribution water mains and three miles of sanitary mains.
- In addition to his role as the utility design lead, Kurt worked with private utility owners to identify project conflicts and incorporate their relocation designs into the project plans, including the relocation of several fiber optic lines on the existing UPRR bridge over 40th Ave. Through established relationships with UPRR we were able to save our client months of schedule and hundreds of thousands of dollars in relocation costs.

Relevant Experience | DEN Projects

- Design of drainage, utilities, roadways, traffic signals, residential and commercial site plans,
- Preparation of specifications and bid documents, construction observation, utility coordination and subsurface utility engineering.

Certifications | Affiliations

- Professional Engineer, Colorado, #41279

Education

- BS, Civil Engineering, Iowa State University, Ames, IA, 2002

Tenure

- 19 years of industry experience
- 2 years with Triunity

Resume

Caleb Flack

Triunity, Project Coordinator

Professional Biography

Caleb is a civil engineer with over four years of experience as a project coordinator and field construction inspector working in transportation. He has also gained experience supporting public infrastructure projects with contract and cost control, schedule and change management, reviewing contractor submittals, and AHJ coordination.

Relevant Experience | Highlights

Project Engineer Support | DEN Pena Boulevard Phase 1 Expansion

- Serving as a project engineer for the Pena Blvd. reconstruction project. In this role, his responsibilities include reviewing contractor submittals, coordination with other agencies and reviewing schedules.
- On this project, he also conducting Daily observations inspection reports, Daily Safety reports and other construction support as needed. Caleb's tasks also include managing subcontractor schedules, field inspections, Change Orders, QA/QC personnel and field, as well as keeping record field reports from testers, soil sampling, compaction tests and concrete samples.

Project Coordinator/Construction Manager | RTD Denver FasTracks - North Metro Rail Line Project

- Serving as a project coordinator and construction manager for the new Riverside Cemetery Access Road as well as any ongoing supplemental work being done for Riverside Cemetery in support of the North Metro Project. In this role, he is responsible for supporting contract and cost control, schedule and change management, reviewing contractor submittals, coordinating with the City of Denver and Commerce City to obtain permits as well as Denver Fire Department, and overall management of the project.
- Part of a team responsible for managing the Systems Engineering group and leading design reviews of the Contractor's submittals (plan, specifications, management plans, technical reports, etc.) coordinating independent cost estimates, systems construction inspections, and reviewing civil aspects of the project.

Relevant Experience | DEN Projects

Responsible for preparing Independent Cost Estimates (ICEs) used to compare prices with the contractor doing work requiring change orders to the original contracted work. Has expertise in running costs for equipment, labor, and materials as well as evaluating subcontractor fees, and comparing cost estimates.

- Pena Boulevard Phase 1 Expansion
- RTD's North Metro Rail Line Project

Education

- BS, Civil Engineering Technology, Colorado State University Pueblo

Tenure

- 4 years of industry experience
- 4 year with Triunity

Resume

Nadia Soto

Triunity, Contract Administrator

Professional Biography

Nadia has seven years of experience in large design/build transportation projects. Experience in public private partnership (P3), federally funded contracts, budgeting, and financial analysis. She is knowledgeable of project control processes, construction contract administration, and generally accepted accounting principles.

Relevant Experience | Highlights

Contract Administrator | DEN Airport, Peña Boulevard Improvements Phase 1

- Reviewed and provided comments on RFP documents and contractor proposals. She has also assisted in the selection of contractor awards, and negotiations, in addition to assisting that the contractor establish a cost loaded WBS and SOV for construction schedule, and with staff augmentation hiring processes.
- Coordinated with various DEN stakeholders on contractual deliverables and technical requirement, and reviewed task orders for approval to enter into Unifier, Workday, and Jagger.

Lead Cost Control Engineer | RTD-Denver, FasTracks I-225 Rail Line and North Metro

- Responsible for preparing capital and expense budgets, amendments, and transfers, and reconciliation of actual expenditures vs. budget. She also reviews cost loaded schedules, approves earned value, work breakdown structures, and base scope and change order budgets.
- Responsible for processing all AP and AR invoices and performed invoice reviews that helped save over \$4M.

Budget Analysis | RTD-Denver, FasTracks Eagle P3 Project

- Responsible for processing of all AP and AR invoices, tracking all commitments and obligations in accounting system, and reviewing cost loaded schedules.
- Assisted with applicable FTA audits and grant draw downs and assisted with capital and expense budget preparation and transfers.

Relevant Experience | DEN Projects

- Experience preparing multibillion dollar capital and expense budgets.
- High volume AR and AP invoice reviews and processing.
- Engages in monthly reconciliation of actual costs, budgets, and bank statements.
- Preparation of forecasts, risk registers, annual staffing plans, expense plans, and work breakdown structures.
- Reading, interpreting, and applying contract terms to hold contractors accountable for contractual deliverables.
- Review of cost loaded schedules to reconcile approved project budgets, assist in creation of work breakdown structures (WBS), and verify approvals of percent completes and earned value with discipline leads, field inspectors, and project managers.

Education

- BS, Business Administration, Accounting emphasis, University of Colorado Denver, 2011

Tenure

- 10 years of industry experience
- 4 years with Triunity

Resume

Mike Kuyper, PE, PMP Triunity, Engineering Manager

Professional Biography

Mike has more than 21 years of experience in the engineering industry and 13 years as a Professional Civil Engineer. He has in-depth technical knowledge and a broad range of resident and field engineering skills. He has excellent communication skills with clients, agencies, as well as engineering and construction teams.

Relevant Experience | Highlights

Title Systems Engineer | DEN Pikes Peak Parking Lot Phase II Expansion

- This 3,500-space parking lot expansion was designed under a fast-track two-month design process that included grading, signage, drainage, storm sewer, Americans with Disabilities Act (ADA) compliance, bus stop platforms as well as shelters, and AVI systems for parking control. A three-way intersection was also converted into a four-way intersection to accommodate new bus-turning movements.

Civil Engineer | DEN Parking Management and Revenue Control System

- This project included the relocation and layout of DIA toll plazas and overall traffic management planning. Mike was responsible for conducting weekly meetings with client and contractors during construction, responding to contractor RFI's and making necessary design changes to plans as needed, reviewing/approving submittals and coordination between multiple subcontractors.
- Specific design phase duties included storm sewer layout, roadway geometry based on CDOT Standards and Specifications, grading plans, striping plans, and the development of numerous quantity estimates and cost estimates based on CDOT Cost Data.

Systems Project Manager | RTD FasTracks North Metro Rail Line Project

- RTD's North Metro Rail Line Project and West Corridor projects consist of extensive commuter rail lines. As the systems project manager on the client side of this design-build (DB) project
- Responsible for managing the systems engineering group, leading design reviews of the Contractor's submittals (plan, specifications, management plans, technical reports, etc.), coordinating independent cost estimates, managing construction inspectors, and reviewing civil aspects of the project to ensure successful integration.

Relevant Experience | DEN Projects

- Coordinating and reviewing field testing (geotechnical, concrete strength testing, etc.)
- Reviewing and approving submittals
- Developing final closeout tasks for contractor prior to final acceptance

Certifications | Affiliations

- Professional Engineers License; Colorado #38474
- PMP Project Management Professional License; #1753165

Education

- BS, Civil Engineering, Colorado State University, 1999

Tenure

- 21 years of industry experience
- 12 years with Triunity

Resume

Steve Clevenger, PMP

Triunity, Scheduling Manager/Project Controls Manager

Professional Biography

Steve has over 20 years of experience in all aspects of project management including project controls implementation and operations. He is experienced in performing project setup and closeout procedures. He has facilitated monthly progress meetings, coordinated, and consolidated presentation input, prepared presentation and reports materials for many different disciplines. He displays a keen understanding of project operations and management and recognizes inefficiencies as well as how to gain efficiencies.

Relevant Experience | Highlights

Scheduling Manager/Project Controls Manager | Denver International Airport Concourse B-East Expansion

- The expansion of roughly 132,000 square feet of new concourse space, which includes 10 new aircraft gates, a new 15,000 square foot United Airlines (UA) lounge and 2,600 square feet of concessions. Project also includes Gate Apron Rehabilitation and Drainage Improvements, the installation of a new Jet Fuel Distribution system and new hydrant pits, along with all the affected utilities.

Scheduling Manager/Project Controls Manager | Denver International Airport Concourse C-East Expansion

- The expansion of roughly 521,000 square feet of new concourse space, which includes 16 new aircraft gates, 18 new hold rooms, a full basement and 66,740 square yards of aircraft rated pavement. Managed and maintained the project schedule, managed sequence of operations, reviewed monthly progress schedule, advised, and updated client on critical activities, mitigating delays, processing all pay applications, change order process management, managing project budget.

Scheduling Manager/Project Controls Manager | US 36 Express Lanes Project Phases 1 & 2

- The project consisted of 17 miles of full reconstruction of US 36 including adding new toll/HOV/BRT lanes, replacing 5 major bridge structures, adding a commuter bikeway, construction of a Diverging Diamond Interchange (DDI), construction of 6 Bus Rapid Transit (BRT) stations and adding Active Traffic Management (ATM) capabilities.

Relevant Experience | DEN Projects

- Software and hardware evaluation and selection
- Client requirements definition
- User training and operations management
- Cost and schedule control
- Forecasting
- Progress reporting
- Cost estimation
- Planning and scheduling
- Electronic documents management
- Web based project controls and claims preparation

Certifications | Affiliations

- CDOT Construction Project Administration Certification, 2016
- Project Management Professional Certification (PMP), 2019
- Certified in Primavera Scheduling/P6

Education

- MBA, Finance Emphasis, Regis University, Denver, CO, 1997
- B.S., Marketing, University of Wyoming, Laramie WY, 1989

Tenure

- 20 years of industry experience
- 2 years with Triunity

Resume

Relevant Experience | DEN Projects

Familiar with public engineering projects, varying from bridges to rails, including but not limited to:

- Peoria Crossing
- Market Lead Drainage CBC Extension for RTD East Corridor

Certifications | Affiliations

Professional Engineer

- Colorado, 2004, No. 38998
- National Highway Institute's Fracture Critical Inspection of Steel Bridges, 2003
- E-RAILSAFE System, 2014, No. 017375207738

Education

- BS, Civil Engineering, Purdue University, 1999
- Roadway Worker Protection Training, 2014
- BNSF Safety Training, 2014

Tenure

- 23 years of industry experience
- 11 years with San Engineering, LLC

Jeremy Zeid, PE

San Engineering, LLC, Structural Engineer

Professional Biography

Jeremy Zeid is a structural engineer who has performed design of highway/roadway bridges, lightrail/commuter rail bridges, freight rail bridges, pedestrian bridges, retaining walls and other structural projects throughout the United States and Canada. He is proficient in modeling, analysis, and design of various bridge types. He also brings invaluable bridge and tunnel inspection experience.

Relevant Experience | Highlights

Structural Engineer | Dakota Avenue Outfall | City and County of Denver, Colorado

- Responsible for the design of cast-in-place transition structures and outfall structures connecting various sizes of box culverts, reinforced concrete pipes, and historic clay brick pipes. Designs involved challenging geometric and site constraints.

Structural Engineer | E. 56th Avenue Over First Creek | City and County of Denver, Colorado

- Responsible for design of a new bridge structure carrying 56th Avenue over First Creek. The unique structure combined a box culvert and 2-span bridge configuration. Also, part of the project was a 3-span reinforced concrete trail crossing designed to overtop during 10-year storm events.

Bridge Engineer | Wier Gulch / Sun Valley Park Signature Pedestrian Bridge | City and County of Denver, Colorado

- Responsible for design of a signature 2-span curved concrete pedestrian bridge with a circular overlook area at the center pier. The bridge featured custom curved handrails, and challenging geometry which accommodated a tight curved trail alignment.

Structural Engineer | 61st & Pena Storm Sewer Infrastructure | City and County of Denver, Colorado

- Responsible for the design of cast-in-place transition structures and outfall structures connecting various sizes of box culverts and reinforced concrete pipes. The design was performed according to the ACI 350 code, which demands rigorous safety factors.

Resume

Relevant Experience | DEN Projects

For the past two years, John has been working with DEN, providing structural engineering services on a variety of projects associated with the On-Call Industrial Design contract tasks.

Certifications | Affiliations

Professional Engineer

- 2000 / Prof. Engineer / Colorado, #34333
- 2002 / Prof. Engineer / New Mexico, #19258
- 2008 / Prof. Engineer / Utah #4870563-2202
- 2005 / Prof. Engineer / Wyoming, #10673
- 2009 / Prof. Engineer / Texas, #103985
- 2005 / NCEES, No 27081

Education

- MS / Civil Engineering / Univ. of Colorado – 1998
- BS / Civil Engineering / Univ. of Colorado / 1996

Tenure

- 26 years of industry experience
- 14 years with San Engineering

John Migliaccio, PE, LEED AP

San Engineering, LLC, Structural Engineering Manager

Professional Biography

A design structural engineer and project manager who has performed structural design of buildings, bridges, water and wastewater treatment facilities, steel-framed towers, and retaining walls. He is proficient in modeling, analysis, and design of various structural systems.

Relevant Experience | Highlights

Lead Structural Engineer | Baggage Tunnel “Lizard Tongue” Closures, Denver International Airport

- Lead Structural Engineer for the design of light-gage steel framing associated with the partial demolition of existing baggage “doghouse” structures at Gates B21 and B22. Existing framing members were salvaged and re-used in the new framed areas where possible.

Structural Engineer | Cooling Tower Sump Separation Project, Denver International Airport

- Structural Engineer for the design of pipe supports for various new piping to be installed in the Central Plant at DIA. The project provides DIA personnel with a means to safely access and exit the sump area without shutting down the system and completely draining the area. Supports ranged up to piping 48” in diameter.

Lead Structural Engineer | Stapleton Airport Runway Bridge De-Construction Evaluation, City and County of Denver

- Lead Structural Engineer responsible for the structural analysis of a 3-span concrete arch bridge, formerly supporting a Stapleton runway, under earthmoving equipment loads during the removal of contaminated overlying soils.

Pena Blvd. Bridge Rail Repair, Denver International Airport

- Performed analysis and structural design of rehabilitation of a damaged bridge rail on Airport Blvd. over Peña Blvd. bridge.

Airport Office Building Server Room Mechanical Upgrades, Denver International Airport

- Lead Structural Engineer for the design of support framing for new mechanical fan units above the ceiling in the AOB area of DIA. Due to space limitations, custom supports were developed in which the units were hung from their sides and internal framework.

Resume

Paulus Limasalle, PE San Engineering, LLC, Engineer

Professional Biography

Has more than 15 years of civil engineering experience involving various civil engineering designs and project management. His design capabilities include highway, interchange, light rail, stormwater drainage, water distribution, and sanitary collection. Paulus' project experience includes transportation, capital improvement, residential site development, commercial site development, and industrial estates.

Relevant Experience | Highlights

TX-SH 183 Design Build, Dallas, Texas

- Phase 1 of this \$850 million design-build project runs through the cities Euless, Irving, and Dallas.
- The project covers more than 20 miles of urban freeway and frontage road reconstruction and rehabilitation.
- The project will increase capacity on SH 183 and portions of SH 114 and Loop 12 with the addition of one managed toll lane in each direction. The managed lane will feature dynamic tolling designed to keep traffic moving at 50 mph.

DIA Terminal Redevelopment, Denver, Colorado

- Under a seven-year contract, Parsons is providing program management, construction management, civil and structural design, and design and construction support services for the Denver International Airport's (DIA) \$650 million Hotel and Transit Center (HTC).
- The HTC expansion is a landside redevelopment which includes a public plaza, a hotel with 519 rooms, a public transit center, a commuter rail station, an expansion of the security checkpoint, roadway improvements, major drainage improvements, extensions of the baggage handling system (BHS), and automated people mover (APM) expansion.

CO-SH 82 Pedestrian Crossing Construction Engineer, Aspen, Colorado

- The new pedestrian underpass provides a safe way to cross Highway 82 and allows traffic to flow faster on the highway once the crosswalk is removed. The underpass opened on December 24, 2013 and gave people an alternative to using the existing at-grade crosswalk. This underpass connects Aspen Airport to the nearest town.

Relevant Experience | DEN Projects

- DIA Terminal Redevelopment, Denver, Colorado

Certifications | Affiliations

Professional Engineer

- Colorado, 2005, No. 39798

Education

- BS / Civil Engineering / University of Trisakti/ 1985
- MSc / Civil Engineering / University of Texas – El Paso / 1988

Tenure

- 34 years of industry experience
- 6 years with San Engineering

Resume

Eduardo San, PE

San Engineering, LLC, Civil Engineering Manager

Professional Biography

Eduardo has served a range of public and private clients across the Front Range and the western United States. These clients include DIA, RTD, City and County of Denver, CDOT, Douglas and Arapahoe Counties, and Commerce City to name a few. His experience in the land development field have broadened his capabilities in grading, parking lot design, drainage, sanitary sewer design, storm sewer design, and water-line design. Eduardo is highly skilled in AutoCAD, Land Development Desktop, Pipeworks, Civil3D 2009, and Microstation.

Relevant Experience | Highlights

Lead Civil Engineer | Denver International Airport

- As Lead Civil Engineer, Mr. San was in charge of grading, overall utility plan, storm water management, drainage and BIM modeling of the project utilizing Civil 3D for a project consisting of a digital display system near the airport entrance. Mr. San coordinated with Jacobs during the design and construction phase of this project.

Landside/Airfield Engineering Support | Denver International Airport

- San Engineering currently provides engineering support through three civil engineers working full time for the Landside and Airfield groups at DIA. Mr. San has been responsible for providing continuing education of these engineers based on the demands of the airport as well as administrative and management support.

Civil Engineering Manager | Matrix Design Group

- San Engineering provided On-Call services for Matrix Design Group for the Storm Water Master Plan for the City and County of Denver. Services included horizontal and vertical alignment, and sizing of the storm sewer grid.

Lead Engineer | 14th Avenue Roadway Project, Denver, Colorado

- Completed the reconstruction of 14th Avenue for the City and County of Denver. The project also encompassed Galapago St., Fox St., Elati St, and Delaware St. The project included roadway and intersection design, signing and striping, and erosion control.

Relevant Experience | DEN Projects

- Storm water management, DEN
- Drainage, DEN
- BIM Modeling, DEN
- Civil 3D, DEN
- UPRR Relocation Line, RTD

Certifications | Affiliations

- PE, Colorado, 2003, No. 38527

Education

- BS, Civil Engineering, Montana State University, 1998

Tenure

- 24 years of industry experience
- 16 years with San Engineering

Resume

Relevant Experience | DEN Projects

Has experience in many project types including podium slabs, office buildings, retail, mixed use, parking structures, residential, churches, schools, casinos, hotels, senior housing, retaining structures, industrial buildings, warehouse, and equipment foundations, repairs, remodels and tenant finishes.

Certifications | Affiliations

- PMP Certified, PMP® Number: 2858026
- Mastering Pre-Construction Project Management, Udemy

Education

- Associates Degree / Architectural Technology / Southeast Community College, Milford Campus / 1981
- CAD, BIM and Computer operating systems Training: IMAGINiT, CAD-1 and Initial.aec

Tenure

- 41 years of industry experience
- 9 years with San Engineering

Ray Kassmeier

San Engineering, LLC, BIM/CAD Specialist

Professional Biography

Mr. Kassmeier has over 35 years of professional experience in architectural / engineering drafting and structural systems layout design and project management. In his years of experience, Mr. Kassmeier has been involved with construction of various material types including, concrete, post-tensioned concrete, pre-cast concrete, steel, composite steel, masonry, wood, timber, and cold formed steel. On his projects, Ray keeps a cooperative and collaborative communication flow with his counterparts at Architectural firms.

Relevant Experience | Highlights

Adams County Government Center, Adams County*: Revit, 5-Story steel and bar joist

RTD I-225 & North Metro Stations, Denver, Aurora: Revit, Structural Steel, Precast

Metro. State Hotel & Hospitality Learning Ctr., Denver*: Revit, Post-Tensioned Concrete, Structural Steel

Eastside Human Services*: LEED-NC Gold, Revit, Structural Steel

15th & Pearl Retail & Parking Garage, Boulder*: 5-Story Above Ground, 2-Story Below Ground

1755 Blake Office Building, Denver*: LEED Silver, Revit, Post-Tensioned Concrete, 5-Story

1515 Wynkoop Office Building, Denver*: LEED Silver, Revit, Post-Tensioned Garage, Structural Steel, Bar Joists

Colorado Center Office & Entertainment, Denver*: Structural Steel, Precast Shell

Corporex Inverness Office Building, Inverness*: Revit, 5-Story, Structural Steel, Precast Veneer

Colorado Judicial Parking Garage, Denver*: Revit, Precast parking garage

Belleview Station Block A / Mile House*: Revit, Post-Tensioned parking garage, Wood Residential, Steel Retail

1601 Wewatta Office Building, Denver*: applying for LEED Certified Gold, Revit, post tensioned concrete

61st & Pena Lift Station, Denver: Overhead Crane, Structural Steel, Bar Joists

**indicates work performed at other firms*

Resume

Rex Rice

Sunland Group, Inc., Chief Inspector

Professional Biography

Rex has over 20 years of experience in inspection and enforcement of City and FAA standards and ordinances. Rex provides inspections of airfield construction projects, records daily activities, manages manpower and equipment usage, and coordinates schedules with contractors, airport operations, and airlines. Rex's extensive knowledge includes concrete rehabilitation, installation of materials, and DEN procedures. He is a highly dependable, ethical, and hardworking member of the Sunland team. As Senior Chief Inspector, Rex is responsible for assigning inspectors to all airfield projects and coordinating their schedules. Rex is highly experienced in all aspects of airfield civil construction.

Relevant Experience | Highlights

DEN, Quality Assurance Inspection, Special Inspection Services (QAISIS) Airside Senior Chief Inspector | DEN | 2017

- Sunland provides quality assurance inspections of all capital improvement construction projects for DEN's AIM Development Department. Sunland performed design document reviews and inspection services on Airside, Landside and Facility projects.
- Robert specifically worked on: Gate Apron Rehab and Draining Improvements (GARDI), Emergency Fuel Shut Off (EFSO), Southwest Airlines (SWA) Hanger, 2020 Annual Airfield Pavement Rehab, West Gates DIW Pond Expansion, and 2021 Annual Airfield Pavement Rehab.

DEN, Project Management and Support Services Airside, Senior Chief Inspector | DEN | 2014

- Sunland provided project and construction management services for various construction projects at Denver International Airport (DEN) as a subcontractor for the following teams: DMJM & AECOM (2004-2012), Parsons Brinkerhoff (2013-2016), and JA Watts (2017-present). These projects involved design and construction management, construction inspection, engineering inspection, material and acceptable testing, and other support services as required on design and construction projects for the City and County of Denver's Department of Aviation.
- Rex has been an inspector on every airfield construction project since 2006, has been the lead inspector on all airfield construction projects since 2007, and Airside Senior Chief Inspector since 2015.

Relevant Experience | DEN Projects

- DEN, Quality Assurance Inspection, Special Inspection Services (QAISIS)
- DEN, Project Management and Support Services

Certifications | Affiliations

- CAPA/RMAEC Asphalt Materials Training Track, 2012
- National Concrete Pavement Technology Center, Colorado Quality Assurance Workshop, 2012
- CDOT Erosion Control Supervisor Training, 2014
- ACC Construction Administration and Observation Training Course, 2016
- CDOT Concrete Pavement Inspector-Level 1, 2017
- CETC-150 Storm-water Management and Erosion Control, 2019
- CDOT Basic Highway Math, 2019
- OSHA 10 Hour Training Course

Tenure

- 21 years of industry experience
- 16 years with Sunland Group, Inc.

Resume

Relevant Experience | DEN Projects

- DEN, Quality Assurance Inspection, Special Inspection Services (QAISIS)
- DEN, Project Management and Support Services

Certifications | Affiliations

- Concrete Pavement Inspector-Level I, CDOT, March 2017
- OSHA 10-hour Construction Safety and Health Class, May 2016
- Confined Space Entry Class, April 2017
- Certified Construction Contract Administrator, CCCA since May 2000, Construction Specifications Institute
- Paralegal Certification, Denver Paralegal Institute, June 1995

Tenure

- 39 years of industry experience
- 7 years with Sunland Group, Inc.

Robert Grubb

Sunland Group, Inc., Senior Project Inspector

Professional Biography

Robert has over 35 years of experience in project management, design, construction contract management, and specification writing for commercial, hospitality, government, military, and educational projects. He is knowledgeable in construction contract law, CSI Manual of Practice, ICC Building Code requirements, and ADA standards as well as LEED design, specifications, and construction practices.

Relevant Experience | Highlights

DEN, Quality Assurance Inspection, Special Inspection Services (QAISIS) Airside Senior Chief Inspector | DEN | 2017

- Sunland provides quality assurance inspections of all capital improvement construction projects for DEN's AIM Development Department. Sunland performed design document reviews and inspection services on Airside, Landside and Facility projects.
- Robert specifically worked on: Gate Apron Rehab and Draining Improvements (GARDI), Emergency Fuel Shut Off (EFSO), Southwest Airlines (SWA) Hanger, 2020 Annual Airfield Pavement Rehab, West Gates DIW Pond Expansion, and 2021 Annual Airfield Pavement Rehab.

DEN, Project Management and Support Services, Airside Senior Chief Inspector | DEN | 2014

- Sunland provided project and construction management services for various construction projects at Denver International Airport (DEN) as a subcontractor for the following teams: DMJM & AECOM (2004-2012), Parsons Brinkerhoff (2013-2016), and JA Watts (2017-present). These projects involved design and construction management, construction inspection, engineering inspection, material and acceptable testing, and other support services as required on design and construction projects for the City and County of Denver's Department of Aviation.
- Robert has been an inspector on every airfield construction project since 2006, has been the lead inspector on all airfield construction projects since 2007, and Airside Senior Chief Inspector since 2015.

Resume

Miriam Scott Long

MLS Strategic Advisors, LLC, Managing Director

Professional Biography

With a proven record as a problem solver and trusted advisor to public officials she excels as an innovative communicator and strategist that can interpret nuances throughout government and other public-private environments. Her skills in the areas of community engagement and public affairs covers a wide range of stakeholders.

Relevant Experience | Highlights

Director | Strategic Outreach Services Metropolitan Transportation Authority—Vendor Contract Management—Diversity and Economic Opportunity Department | 2012-03/2021

- Responsible for verbal and written communication to Metro's publics regarding the Project Labor Agreement and Construction Career Policy which affords an avenue for low-income individuals across the nation to enter the Trade Unions and work on Metro construction projects
- Small Business Advocate & Liaison with responsibility to develop, organize and execute events, industry forums, workshops and symposiums to engage and educate the small business community to learn how to get contracts with Metro and the Prime Contractor community
- Spearheading the development and implementation of MetroConnect branding effort for small business outreach countywide to promote Metro innovations, including a Tool Kit, media campaign and social media component
- Organized a Construction Career Road Show and established new partnerships with community organizations, trade unions and local college to introduce and connect under-represented groups to construction, including Metro's first Pre-apprenticeship Boot Camp

Senior Deputy | Office of Supervisor Yvonne B. Burke | 1996 - 2008

- Key Policy Advisor on all issues related to foster care, Seniors, Homeless, Department of Public Social Services, early childhood development and childcare, LAUP, First 5 Commission matters and major event planner

Relevant Experience | DEN Projects

- Creator and Lead of Women Build Metro LA Committee

Certifications | Affiliations

- PMP Certified, PMP® Number: 2858026
- Mastering Pre-Construction Project Management, Udemy

Education

- Coro Foundation Fellow
- Princeton University, Master of Public Affairs and Domestic Policy
- University of Southern California, BS in Public Administration
- Morgan State University, Center for Contract Compliance

Tenure

- 10 years of industry experience
- 1 year with MSL Strategic Advisors

Resume

Relevant Experience | DEN Projects

- Extensive historical knowledge of DEN and interfacing with DEN's future needs
- FAA coordination and knowledge of FAA Advisory Circulars
- Worked with DEN airport infrastructure management, operations, security, maintenance, environmental, fire department, police, and the airlines.

Certifications | Affiliations

- Professional Engineer, CO

Education

- Bachelor of Science, Civil Engineering, University of Vermont
- Bachelor of Science, Mining Engineering, Colorado School of Mines

Tenure

- 36 years of industry experience
- 2 years with Jviation, a Woolpert Company

Don Smith, PE

Jviation, a Woolpert Company, Project Manager

Professional Biography

Don Smith brings 45 years of airport design and construction management experience—both as an airport owner representative and as a consultant—managing major complex airfield designs and construction projects. Don's experience includes 27 years with the City and County of Denver Department of Aviation, DEN, as airfield and site utilities design manager, where he managed design of runway paving and lighting for all six existing DEN runway complexes, apron areas and taxiways, deicing pads, major earthworks; and DEN site utility manager and horizontal/civil design manager for DEN's Hotel and Regional Transportation District Light Rail Station (South Terminal Redevelopment Program project), DEN sanitary sewer system, multiple roadways, fuel farm and jet fuel distribution, air operations area security fence, dirty/clean water collection systems and ponds, contractor access and staging, and other DEN site infrastructure.

Relevant Experience | Highlights

Project Manager | Denver International Airport | 4/2021 to Present

- Runway 16R-34L Pavement and Lighting Rehabilitation: Removal and replacement of deteriorated concrete pavement, joint sealant, Airfield Lighting replacement of all centerline & edge lights with LED fixtures, and replacing Signage, transformers, cables, CCRs.
- West Gates DIW Pond Expansion: Replace and relocate existing DIW Pond 002 system, provide storage, collection, and treatment of stormwater and expended deicing fluid for the existing and planned West Concourse, deicing pads, and West Apron area.
- Project Manager for DEN, overseeing and managing Design Consultant, design reviews, managing Procurement and Bid phases, support during Construction.

Resident Engineer | Aruba Airport Authority | 6/2019 to 3/2020

- Expansion of Terminal, check in hall, immigration and security hall with new US Customs and Border Protection area, retail food & beverage, new baggage handling system, 3 aircraft gates.
- Resident Engineer providing high level design review, preparation on project procedures, project design and phasing reviews.

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