

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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

W I T N E S S E T H:

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

WHEREAS, the City desires to obtain professional design services; and

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

WHEREAS, Contractor’s proposal was selected for award of the On-Call Infrastructure Design (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (each a “**Task Order**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. The SVP may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement. Contractor shall comply with *Exhibit D* (“**Professional Services Task Order Process**”) regarding Task Orders.

C. Standard of Performance.

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

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

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

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

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

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

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

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”) unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

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

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

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

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

C. Suspension and Termination.

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

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

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

- a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure, as defined below.

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

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final

invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Eight Million Dollars and No Cents (\$8,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement.

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

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

D. Fee. Initial hourly rates and charges are set forth in *Exhibit B* (“Rates”). The SVP, in their sole discretion, may annually adjust the Rates. Approved rate adjustments shall go into effect on January 1. Rate adjustments shall not exceed the percentage allocated in the City’s most recent budget for the average merit increase across City employees. The City shall consider an adjustment to Rates pursuant to this Section only upon Contractor’s written request submitted to the Project Manager no later than sixty (60) days prior to the date such adjustment would be effective if approved by the City and shall be accompanied by a justification letter with documentation supporting Contractor’s request. Subject to the maximum percentage for any adjustment provided herein, the City reserves the right to accept, reject, or negotiate Contractor’s requested rate adjustments or timing thereof.

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

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

i. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.

ii. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

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

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

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise ("MWBE").

i. This Agreement is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is 21 %, as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form, submitted by Contractor.

ii. Under D.R.M.C. § 28-68, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under D.R.M.C. § 28-70. Contractor acknowledges that:

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 28-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered.

Date bid or proposal issuance was advertised: August 22, 2025.

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver (“**Auditor**”) with a list of all subcontractors providing any services under this Agreement.

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

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

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

D. Compliance With Denver Wage Laws. To the extent applicable to Contractor’s provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26 (“**Wage Ordinances**”) including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the Wage Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

B. Contractor's obligation to defend and indemnify the City may be determined after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. Contractor's duty to defend and

indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

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

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

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

9. DISPUTES:

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

10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

11. GENERAL TERMS AND CONDITIONS:

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

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

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 U.S.C. § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Consultant as soon as practicable.

D. Compliance with all Laws and Regulations.

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

ii. Contractor shall perform all work in compliance with Executive Order No. 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design (“LEED”) Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

E. Compliance with Patent, Trademark and Copyright Laws.

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

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

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

by Contractor to:

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

And by the City to:

Kimley-Horn and Associates, Inc.
6200 S Syracuse Way Ste 300
Greenwood Village, CO 80111
ATTN: Mike Witiw
Phone: 970-852-6866
Email: michael.witiw@kimley-horn.com

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

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

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

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow

any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

L. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as ***Exhibit E*** ("***EDI Plan***"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

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

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

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("***CORA***"), C.R.S. §§ 24-72-201 et seq., and Contractor

agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

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

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the Auditor or their representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Agreement, any duly authorized representative of the City,

including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

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

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of this Agreement, the City determines that a potential conflict of interest exists or may exist,

Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration (“TSA”). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

15. FEDERAL RIGHTS:

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

rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix No. 1*.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Professional Services Task Order Process

Exhibit E: EDI Plan

Exhibit F: Request for Proposals and Contractor's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1

Section 1 through 17 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit E

Exhibit D

Exhibit F

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-202582717-00
Contractor Name: KIMLEY-HORN AND ASSOCIATES, 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: _____

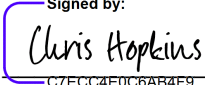
APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: _____ By: _____
By: _____

Contract Control Number:
Contractor Name:

PLANE-202582717-00
KIMLEY-HORN AND ASSOCIATES, INC.

By:  Signed by:
C7ECC4E0C6AB4F9...

Name: Chris Hopkins
(please print)

Title: Senior Project Manager/Associate
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Contractor under the contract until Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964)) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

SCOPE OF WORK

OPR: Design Engineering and Construction – Infrastructure
Supersedes: None
Certified by: Director, Infrastructure

The Scope of Work for this Agreement shall be for task-order-based, on-call professional design services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The Contractor team ("Contractor") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the Agreement; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

<https://www.flydenver.com/business-and-community/tenant-information/>

SERVICES INCLUDE:

The Contractor will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Contractor team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Contractor's general requirements are defined in the Agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Contractor in a Request for Proposal in the format as defined by the Agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Contractors for competitive proposals or when a Task or Project requires specialty team qualifications. The Contractor shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the Agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Exhibit A

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

Unless otherwise noted in the Agreement, the Contractor's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-Contractor under the Agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the Agreement or Request for Proposal document. The Contractor understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Contractor and its sub-Contractors' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Contractor shall reference the Task Order Proposals and Execution Process Exhibit in the Agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

SERVICES AUTHORIZATION

The Contractor is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Contractor by the DEN designated representative. Upon approval of the Contractor's proposal, the DEN designated representative issues a written service authorization to the Contractor in the format as defined in the Agreement. Based on a Notice to Proceed (NTP) date agreed between the Contractor and the DEN designated representative, the Contractor shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Contractor without a fully executed written service authorization from the DEN designated representative.

TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

The types of tasks that the Contractor executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Contractor when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. Airfield Pavement Design

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.

2. Roadway Design

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

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-
- a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.

3. Bridge Design

- a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.

4. Parking Facilities

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.

5. Structural Engineering Design

- a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.

6. Geotechnical Investigations and Other Predesign Services

- a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.

7. Survey and Mapping

- a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.

8. Miscellaneous Design Services

- a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.

9. Construction Phase Support Services

- a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

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development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

END OF EXHIBIT



EXHIBIT B COVER

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

Professional Services Agreements Core Staff Rates

DEN Contract Name: On-Call Infrastructure Design
DEN Contract Number: 202582717
Prime Consultant: Kimley-Horn and Associates, Inc.
Project Name: On-Call Infrastructure Design
Project Number: 202580614
MWBE/SBE/DBE Contractual Goal: 21%
Consultant Main Point of Contact (POC): Mike Witiw
Consultant Main POC Email Address: michael.witiw@kimley-horn.com
Consultant Main POC Phone Number: 970.852.6866

A handwritten signature in black ink, appearing to read "Mike Witiw".

Contract Point of Contact Signature

Mike Witiw

Contract Point of Contact Name

Date: 9/18/2025



City and County of Denver

Company Proprietary Information

Release to others outside of Denver International Airport Design, Engineering, & Construction (DEC) Department is prohibited without expressed written permission from the company named above.

Revision July 2025



COMPANY INFO

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	Kimley-Horn and Associates, Inc.	Prime	3.2	15%
2	105 West, Inc.	Sub	3.0803	
3	Abstract Group	Sub	3.192	
4	Aeris Engineering, LLC	Sub	2.4162	
5	Connico, LLC	Sub	3.2	
6	Goodbee & Associates, Inc.	Sub	2.7026	
7	Granite Engineering Group, Inc.	Sub	2.4921	
8	IronStride Solutions	Sub	1.05	
9	Peak Consulting Group	Sub	3.2	
10	Pinyon Environmental, Inc.	Sub	3.42	
11	PK Electrical, Inc.	Sub	2.84	
12	Swanson Rink Inc.	Sub	2.7308	
13	TRACE Consulting, LLC	Sub	2.8965	
14	HW Lochner	Sub	2.988	
15	Yeh and Associates, Inc	Sub	2.9848	
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STAFF RATES

Core Staff Rates

** The “Base Rate” for any employee of the Prime or Sub Consultant is the average annual salary for the Position listed, divided by 2,080.

Company Name			Prime or Sub-Contractor	Position	Experience Level	Base Rate**	Multiplier	Calendar Year 1	Calendar Year 2	Calendar Year 3	Calendar Year 4	Calendar Year 5	Calendar Year 6
1	Kimley-Horn and Associates, Inc.	Prime	Administrative Support	Level 1, Entry	\$ 25.00	3.20	\$ 80.00	\$ 82.40	\$ 84.87	\$ 87.42	\$ 90.04	\$ 92.74	
2	Kimley-Horn and Associates, Inc.	Prime	Administrative Support	Level 2, Developmetal	\$ 30.00	3.20	\$ 96.00	\$ 98.88	\$ 101.85	\$ 104.90	\$ 108.05	\$ 111.29	
3	Kimley-Horn and Associates, Inc.	Prime	Administrative Support	Level 3, Full Experience	\$ 40.00	3.20	\$ 128.00	\$ 131.84	\$ 135.80	\$ 139.87	\$ 144.07	\$ 148.39	
4	Kimley-Horn and Associates, Inc.	Prime	Administrative Support	Level 4, Supervisory	\$ 50.00	3.20	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48	
5	Kimley-Horn and Associates, Inc.	Prime	Project Controls Engineer/Manager	Level 4, Supervisory	\$ 110.00	3.20	\$ 352.00	\$ 362.56	\$ 373.44	\$ 384.64	\$ 396.18	\$ 408.06	
6	Kimley-Horn and Associates, Inc.	Prime	Project Engineer	Level 1, Entry	\$ 70.00	3.20	\$ 224.00	\$ 230.72	\$ 237.64	\$ 244.77	\$ 252.11	\$ 259.68	
7	Kimley-Horn and Associates, Inc.	Prime	Project Engineer	Level 2, Developmetal	\$ 80.00	3.20	\$ 256.00	\$ 263.68	\$ 271.59	\$ 279.74	\$ 288.13	\$ 296.77	
8	Kimley-Horn and Associates, Inc.	Prime	Project Engineer	Level 3, Full Experience	\$ 100.00	3.20	\$ 320.00	\$ 329.60	\$ 339.49	\$ 349.67	\$ 360.16	\$ 370.97	
9	Kimley-Horn and Associates, Inc.	Prime	Project Engineer	Level 4, Supervisory	\$ 110.00	3.20	\$ 352.00	\$ 362.56	\$ 373.44	\$ 384.64	\$ 396.18	\$ 408.06	
10	Kimley-Horn and Associates, Inc.	Prime	Project Engineer	Level 5, Managerial	\$ 115.00	3.20	\$ 368.00	\$ 379.04	\$ 390.41	\$ 402.12	\$ 414.19	\$ 426.61	
11	Kimley-Horn and Associates, Inc.	Prime	Technical Support	Level 1, Entry	\$ 40.00	3.20	\$ 128.00	\$ 131.84	\$ 135.80	\$ 139.87	\$ 144.07	\$ 148.39	
12	Kimley-Horn and Associates, Inc.	Prime	Technical Support	Level 2, Developmetal	\$ 50.00	3.20	\$ 160.00	\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48	
13	Kimley-Horn and Associates, Inc.	Prime	Technical Support	Level 3, Full Experience	\$ 65.00	3.20	\$ 208.00	\$ 214.24	\$ 220.67	\$ 227.29	\$ 234.11	\$ 241.13	
14	Kimley-Horn and Associates, Inc.	Prime	Technical Support	Level 4, Supervisory	\$ 80.00	3.20	\$ 256.00	\$ 263.68	\$ 271.59	\$ 279.74	\$ 288.13	\$ 296.77	
15	Kimley-Horn and Associates, Inc.	Prime	Engineer Technician	Level 1, Entry	\$ 45.00	3.20	\$ 144.00	\$ 148.32	\$ 152.77	\$ 157.35	\$ 162.07	\$ 166.94	
16	Kimley-Horn and Associates, Inc.	Prime	Engineer Technician	Level 2, Developmetal	\$ 55.00	3.20	\$ 176.00	\$ 181.28	\$ 186.72	\$ 192.32	\$ 198.09	\$ 204.03	
17	Kimley-Horn and Associates, Inc.	Prime	Engineer Technician	Level 3, Full Experience	\$ 65.00	3.20	\$ 208.00	\$ 214.24	\$ 220.67	\$ 227.29	\$ 234.11	\$ 241.13	
18	105 West, Inc.	Sub	Land Surveyor	Level 5, Managerial	\$ 74.95	3.08	\$ 230.87	\$ 237.79	\$ 244.93	\$ 252.28	\$ 259.84	\$ 267.64	
19	105 West, Inc.	Sub	Land Surveyor	Level 5, Managerial	\$ 70.67	3.08	\$ 217.68	\$ 224.22	\$ 230.94	\$ 237.87	\$ 245.01	\$ 252.36	
20	Abstract Group	Sub	Architect	Level 1, Entry	\$ 38.00	3.19	\$ 121.30	\$ 124.93	\$ 128.68	\$ 132.54	\$ 136.52	\$ 140.62	
21	Abstract Group	Sub	Architect	Level 2, Developmetal	\$ 57.00	3.19	\$ 181.94	\$ 187.40	\$ 193.02	\$ 198.82	\$ 204.78	\$ 210.92	
22	Abstract Group	Sub	Architect	Level 3, Full Experience	\$ 68.00	3.19	\$ 217.06	\$ 223.57	\$ 230.27	\$ 237.18	\$ 244.30	\$ 251.63	
23	Abstract Group	Sub	Architect	Level 4, Supervisory	\$ 82.00	3.19	\$ 261.74	\$ 269.60	\$ 277.68	\$ 286.01	\$ 294.60	\$ 303.43	
24	Abstract Group	Sub	Architect	Level 5, Managerial	\$ 105.00	3.19	\$ 335.16	\$ 345.21	\$ 355.57	\$ 366.24	\$ 377.23	\$ 388.54	
25	Abstract Group	Sub	Project Coordinator	Level 3, Full Experience	\$ 45.00	3.19	\$ 143.64	\$ 147.95	\$ 152.39	\$ 156.96	\$ 161.67	\$ 166.52	
26	Aeris Engineering, LLC	Sub	Engineer	Level 5, Managerial	\$ 92.13	2.42	\$ 222.60	\$ 229.28	\$ 236.16	\$ 243.25	\$ 250.54	\$ 258.06	
27	Aeris Engineering, LLC	Sub	Engineer	Level 4, Supervisory	\$ 80.77	2.42	\$ 195.16	\$ 201.01	\$ 207.04	\$ 213.25	\$ 219.65	\$ 226.24	
28	Aeris Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$ 65.63	2.42	\$ 158.58	\$ 163.33	\$ 168.23	\$ 173.28	\$ 178.48	\$ 183.83	
29	Aeris Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$ 55.52	2.42	\$ 134.15	\$ 138.17	\$ 142.32	\$ 146.59	\$ 150.98	\$ 155.51	
30	Connico, LLC	Sub	Cost/Estimating Engineer	Level 5, Managerial	\$ 91.35	3.20	\$ 292.32	\$ 301.09	\$ 310.12	\$ 319.43	\$ 329.01	\$ 338.88	
31	Connico, LLC	Sub	Planner/Scheduler	Level 5, Managerial	\$ 84.13	3.20	\$ 269.22	\$ 277.29	\$ 285.61	\$ 294.18	\$ 303.00	\$ 312.10	
32	Connico, LLC	Sub	Contract Administrator/Manager	Level 5, Managerial	\$ 69.71	3.20	\$ 223.07	\$ 229.76	\$ 236.66	\$ 243.76	\$ 251.07	\$ 258.60	
33	Connico, LLC	Sub	Cost/Estimating Engineer	Level 4, Supervisory	\$ 81.73	3.20	\$ 261.54	\$ 269.38	\$ 277.46	\$ 285.79	\$ 294.36	\$ 303.19	
34	Connico, LLC	Sub	Planner/Scheduler	Level 4, Supervisory	\$ 81.73	3.20	\$ 261.54	\$ 269.38	\$ 277.46	\$ 285.79	\$ 294.36	\$ 303.19	
35	Goodbee & Associates, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$ 48.00	2.70	\$ 129.72	\$ 133.62	\$ 137.63	\$ 141.75	\$ 146.01	\$ 150.39	
36	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 88.00	2.70	\$ 237.83	\$ 244.96	\$ 252.31	\$ 259.88	\$ 267.68	\$ 275.71	
37	Goodbee & Associates, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 65.00	2.70	\$ 175.67	\$ 180.94	\$ 186.37	\$ 191.96	\$ 197.72	\$ 203.65	
38	Goodbee & Associates, Inc.	Sub	Engineer	Level 5, Managerial	\$ 88.00	2.70	\$ 237.83	\$ 244.96	\$ 252.31	\$ 259.88	\$ 267.68	\$ 275.71	
39	Goodbee & Associates, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$ 52.00	2.70	\$ 140.54	\$ 144.75	\$ 149.09	\$ 153.57	\$ 158.17	\$ 162.92	
40	Granite Engineering Group, Inc.	Sub	Engineer	Level 1, Entry	\$ 31.25	2.49	\$ 77.88	\$ 80.21	\$ 82.62	\$ 85.10	\$ 87.65	\$ 90.28	
41	Granite Engineering Group, Inc.	Sub	Engineer	Level 2, Developmetal	\$ 40.50	2.49	\$ 100.93	\$ 103.96	\$ 107.08	\$ 110.29	\$ 113.60	\$ 117.01	
42	Granite Engineering Group, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 57.00	2.49	\$ 142.05	\$ 146.31	\$ 150.70	\$ 155.22	\$ 159.88	\$ 164.67	
43	Granite Engineering Group, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 69.00	2.49	\$ 171.95	\$ 177.11	\$ 182.43	\$ 187.90	\$ 193.54	\$ 199.34	
44	Granite Engineering Group, Inc.	Sub	Engineer	Level 5, Managerial	\$ 85.00	2.49	\$ 211.83	\$ 218.18	\$ 224.73	\$ 231.47	\$ 238.41	\$ 245.57	
45	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 1, Entry	\$ 22.00	2.49	\$ 54.83	\$ 56.47	\$ 58.17	\$ 59.91	\$ 61.71	\$ 63.56	
46	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$ 27.00	2.49	\$ 67.29	\$ 69.31	\$ 71.38	\$ 73.53	\$ 75.73	\$ 78.00	
47	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 31.00	2.49	\$ 77.26	\$ 79.57	\$ 81.96	\$ 84.42	\$ 86.95	\$ 89.56	
48	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$ 36.00	2.49	\$ 89.72	\$ 92.41	\$ 95.18	\$ 98.03	\$ 100.98	\$ 104.00	
49	Granite Engineering Group, Inc.	Sub	Engineer Technician	Level 5, Managerial	\$ 41.00	2.49	\$ 102.18	\$ 105.24	\$ 108.40	\$ 111.65	\$ 115.00	\$ 118.45	
50	Granite Engineering Group, Inc.	Sub	Inspector	Level 1, Entry	\$ 25.00	2.49	\$ 62.30	\$ 64.17	\$ 66.10	\$ 68.08	\$ 70.12	\$ 72.23	
51	Granite Engineering Group, Inc.	Sub	Inspector	Level 2, Developmetal	\$ 29.00	2.49	\$ 72.27	\$ 74.44	\$ 76.67	\$ 78.97	\$ 81.34	\$ 83.78	
52	Granite Engineering Group, Inc.	Sub	Inspector	Level 3, Full Experience	\$ 35.00	2.49	\$ 87.22	\$ 89.84	\$ 92.54	\$ 95.31	\$ 98.17	\$ 101.12	
53	Granite Engineering Group, Inc.	Sub	Inspector	Level 4, Supervisory	\$ 50.00	2.49	\$ 124.61	\$ 128.34	\$ 132.19	\$ 136.16	\$ 140.24	\$ 144.45	
54	Granite Engineering Group, Inc.	Sub	Inspector	Level 5, Managerial	\$ 65.00	2.49	\$ 161.99	\$ 166.85	\$ 171.85	\$ 177.01	\$ 182.32	\$ 187.79	
55	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$ 29.00	2.49	\$ 72.27	\$ 74.44	\$ 76.67	\$ 78.97	\$ 81.34	\$ 83.78	
56	Granite Engineering Group, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$ 36.00	2.49	\$ 89.72	\$ 92.41	\$ 95.18	\$ 98.03	\$ 100.98	\$ 104.00	
57	IronStride Solutions	Sub	Engineer	Level 5, Managerial	\$ 315.00	1.05	\$ 330.75	\$ 340.67	\$ 350.89	\$ 361.42	\$ 372.26	\$ 383.43	
58	IronStride Solutions	Sub	Engineer	Level 4, Supervisory	\$ 210.00	1.05	\$ 220.50	\$ 227.12	\$ 233.93	\$ 240.95	\$ 248.17	\$ 255.62	
59	Peak Consulting Group	Sub	Scientist	Level 1, Entry	\$ 25.00	3.20	\$ 80.00	\$ 82.40	\$ 84.87	\$ 87.42	\$ 90.04	\$ 92.74	
60	Peak Consulting Group	Sub	Scientist	Level 2, Developmetal	\$ 32.81	3.20	\$ 104.99	\$ 108.14	\$ 111.39	\$ 114.73	\$ 118.17	\$ 121.71	
61	Peak Consulting Group	Sub	Scientist	Level 3, Full Experience	\$ 45.31	3.20	\$ 144.99	\$ 149.34	\$ 153.82	\$ 158.44	\$ 163.19	\$ 168.09	
62	Peak Consulting Group	Sub	Scientist	Level 4, Supervisory	\$ 56.25	3.20	\$ 180.00	\$ 185.40	\$ 190.96	\$ 196.69	\$ 202.59	\$ 208.67	
63	Peak Consulting Group	Sub	Scientist	Level 5, Managerial	\$ 68.75	3.20	\$ 220.00	\$ 226.60	\$ 233.40	\$ 240.40	\$ 247.61	\$ 255.04	
64	Peak Consulting Group	Sub	Data Analyst/Architect	Level 4, Supervisory	\$ 70.31	3.20	\$ 224.99	\$ 231.74	\$ 238.69	\$ 245.85	\$ 253.23	\$ 260.83	
65	Peak Consulting Group	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 93.75	3.20	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78	
66	Peak Consulting Group	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 84.38	3.20	\$ 270.02	\$ 278.12	\$ 286.46	\$ 295.05	\$ 303.91	\$ 313.02	
67	Peak Consulting Group	Sub	Design/Construction Project Manager	Level 3, Full Experience	\$ 76.56	3.20	\$ 244.99	\$ 252.34	\$ 259.91	\$ 267.71	\$ 275.74	\$ 284.01	
68	Peak Consulting Group	Sub	Design/Construction Project Manager	Level 2, Developmetal	\$ 71.88	3.20	\$ 230.02	\$ 236.92	\$ 244.02	\$ 251.34	\$ 258.89	\$ 266.65	
69	Pinyon Environmental, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$ 37.34	3.42	\$ 127.70	\$ 131.53	\$ 135.48	\$ 139.54	\$ 143.73	\$ 148.04	
70	Pinyon Environmental, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 68.78	3.42	\$ 235.23	\$ 242.28	\$ 249.55	\$ 257.04	\$ 264.75	\$ 272.69	
71	Pinyon Environmental, Inc.	Sub	Planner/Scheduler	Level 2, Developmetal	\$ 36.06	3.42	\$ 123.33	\$ 127.02	\$ 130.84	\$ 134.76	\$ 138.80	\$ 142.97	
72	Pinyon Environmental, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 57.23	3.42	\$ 195.73	\$ 201.60	\$ 207.65	\$ 213.88	\$ 220.29	\$ 226.90	
73	Pinyon Environmental, Inc.	Sub	Scientist	Level 2, Developmetal	\$ 33.65	3.42	\$ 115.08	\$ 118.54	\$ 122.09	\$ 125.75	\$ 129.53	\$ 133.41	
74	Pinyon Environmental, Inc.	Sub	Scientist	Level 3, Full Experience	\$ 55.75	3.42	\$ 190.67	\$ 196.38	\$ 202.28	\$ 208.34	\$ 214.60	\$ 221.03	
75	Pinyon Environmental, Inc.	Sub	Scientist	Level 5, Managerial	\$ 82.31	3.42	\$ 281.50	\$ 289.95	\$ 298.64	\$ 307.60	\$ 316.83	\$ 326.34	
76	PK Electrical, Inc.	Sub	Engineer	Level 5, Managerial	\$ 110.00	2.84	\$ 312.40	\$ 321.77	\$ 331.43	\$ 341.37	\$ 351.61	\$ 362.16	
77	PK Electrical, Inc.	Sub	Project Controls Engineer/Manager	Level 3, Full Experience	\$ 48.00	2.84	\$ 136.32	\$ 140.41	\$ 144.62	\$ 148.96	\$ 153.43	\$ 158.03	
78	PK Electrical, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 62.00	2.84	\$ 176.08	\$ 181.36	\$ 186.80	\$ 192.41	\$ 198.18	\$ 204.12	
79	PK Electrical, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 50.00	2.84	\$ 142.00	\$ 146.26	\$ 150.65	\$ 155.17	\$ 159.82	\$ 164.62	
80	PK Electrical, Inc.	Sub	Engineer	Level 2, Developmetal	\$ 40.00	2.84	\$ 113.60	\$ 117.01	\$ 120.52	\$ 124.13	\$ 127.86	\$ 131.69	
81	PK Electrical, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 74.50	2.84	\$ 211.58	\$ 217.93	\$ 224.47	\$ 231.20	\$ 238.14	\$ 245.28	
82	PK Electrical, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$ 44.00	2.84	\$ 124.96	\$ 128.71	\$ 132.57	\$ 136.55	\$ 140.64	\$ 144.86	
83	Swanson Rink Inc.	Sub	Engineer	Level 1, Entry	\$ 35.94	2.73	\$ 98.14	\$ 101.09	\$ 104.12	\$ 107.25	\$ 110.46	\$ 113.78	
84	Swanson Rink Inc.	Sub	Engineer	Level 2, Developmetal	\$ 42.07	2.73	\$ 114.88	\$ 118.33	\$ 121.88	\$ 125.54	\$ 129.30	\$ 133.18	
85	Swanson Rink Inc.	Sub	Engineer	Level 3, Full Experience	\$ 53.27	2.73	\$ 145.47	\$ 149.83	\$ 154.33	\$ 158.96	\$ 163.73	\$ 168.64	
86	Swanson Rink Inc.	Sub	Engineer	Level 4, Supervisory	\$ 65.95	2.73	\$ 180.10	\$ 185.50	\$ 191.06	\$ 196.80	\$ 202.70	\$ 208.78	
87	Swanson Rink Inc.	Sub	Engineer	Level 5, Managerial	\$ 102.38	2.73	\$ 279.58	\$ 287.97	\$ 296.61	\$ 305.50	\$ 314.67	\$ 324.11	
88	Swanson Rink Inc.	Sub	Design/Construction Project Manager	Level 2, Developmetal	\$ 52.10</								

110	Yeh and Associates, Inc	Sub	Engineer	Level 2, Developmetal	\$	48.50	2.98	\$	144.76	\$	149.11	\$	153.58	\$	158.19	\$	162.93	\$	167.82
111	Yeh and Associates, Inc	Sub	Engineer	Level 1, Entry	\$	43.50	2.98	\$	129.84	\$	133.73	\$	137.75	\$	141.88	\$	146.13	\$	150.52
112	Yeh and Associates, Inc	Sub	Engineer Technician	Level 4, Supervisory	\$	48.00	2.98	\$	143.27	\$	147.57	\$	152.00	\$	156.56	\$	161.25	\$	166.09
113	Yeh and Associates, Inc	Sub	Engineer Technician	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
114	Yeh and Associates, Inc	Sub	Engineer Technician	Level 2, Developmetal	\$	38.50	2.98	\$	114.91	\$	118.36	\$	121.91	\$	125.57	\$	129.34	\$	133.22
115	Yeh and Associates, Inc	Sub	Engineer Technician	Level 1, Entry	\$	35.00	2.98	\$	104.47	\$	107.60	\$	110.83	\$	114.16	\$	117.58	\$	121.11
116	Yeh and Associates, Inc	Sub	Laboratory Technician	Level 4, Supervisory	\$	48.00	2.98	\$	143.27	\$	147.57	\$	152.00	\$	156.56	\$	161.25	\$	166.09
117	Yeh and Associates, Inc	Sub	Laboratory Technician	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
118	Yeh and Associates, Inc	Sub	Laboratory Technician	Level 2, Developmetal	\$	38.50	2.98	\$	114.91	\$	118.36	\$	121.91	\$	125.57	\$	129.34	\$	133.22
119	Yeh and Associates, Inc	Sub	Engineering/ Architect Specialist	Level 3, Full Experience	\$	53.00	2.98	\$	158.19	\$	162.94	\$	167.83	\$	172.86	\$	178.05	\$	183.39
120	Yeh and Associates, Inc	Sub	Project Coordinator	Level 3, Full Experience	\$	63.50	2.98	\$	189.53	\$	195.22	\$	201.08	\$	207.11	\$	213.32	\$	219.72
121	Yeh and Associates, Inc	Sub	Construction Manager/Engineer	Level 5, Managerial	\$	79.00	2.98	\$	235.80	\$	242.87	\$	250.16	\$	257.66	\$	265.39	\$	273.36
122	Yeh and Associates, Inc	Sub	Chief Construction Representative	Level 4, Supervisory	\$	54.00	2.98	\$	161.18	\$	166.01	\$	171.00	\$	176.12	\$	181.41	\$	186.85
123	Yeh and Associates, Inc	Sub	Chief Construction Representative	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
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POSITION LIST

Level of Experience	Description
Level 1, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques,
Level 2, Developmetal	Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical
Level 3, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and
Level 4, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering
Level 5, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is

Area of Expertise	Job Title	Description
Administrative	Administrative Support	This position is designed to provide essential administrative support, helping to streamline processes and enhance productivity. By managing various tasks, the Project Administrative Assistant contributes to the achievement of business goals and the overall efficiency of daily operations. Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area.
Architectural Design	Architect	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities.
Surveying	Chain/Rod Technical	Stakes out and elevates survey points. Performers maintenance of certain equipment and maintains supplies for survey crew.
Construction	Chief Construction Representative	Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
Commissioning	Commissioning Agent	Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines.

Construction	Construction Coordinator	Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
Construction	Construction Manager	Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
Construction	Construction Manager/Engineer	Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
Construction	Construction Representative	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
Contract Management	Contract Administrator/Manager	Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of all required approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and audits a central contract resource file. Assures that necessary procedural controls exist
Project Support	Cost/Estimating Engineer	Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how.
Analytics Development	Data Analyst/Architect	Data model, data mapping, dashboard development, system integration. Performs analytical assessments and evaluations by fulfilling data requests, providing analytical and methodological support, and data modeling.
Project Management	Design/Construction Project Manager	Responsible, through subordinate Design/Construction Project Managers, Project Support staff, Inspectors, and others for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of design/construction projects, assuring satisfactory stakeholder and sponsor service. Responsible for supervising, directing, and coordinating design/construction management of commercial, industrial, and/or municipal projects including direct liaison with stakeholders, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fees; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents.

Document Management	Document Controller/Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems.
Engineering	Engineer	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Engineering	Engineer Technician	Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
Engineering	Engineering/ Architect Specialist	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Construction	Field Engineer	Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
Construction	Field Superintendent	Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience
Quality Assurance	Inspector	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in various disciplines of inspection work and/or has the capability to monitor several types of work activity. Plans and coordinates all field-inspection activities and may review the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, and assist Project Management staff in completion of construction work in accordance with design.
Engineering	Instrument Technician	Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.

Interior Design	Interior Designer	Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects
Auditor	Internal Auditor	Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
Laboratory	Laboratory Technician	Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy.
Surveying	Land Surveyor	Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
Landscaping	Landscape Architect	Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Construction	Materials Manager	Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
Surveying	Party Chief	Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Project Support	Planner/Scheduler	Position is responsible for the assembling and analyzing of project information and preparing understandable documents that serve as a tool to eliminate design discrepancies and problems, while improving the efficient planning and scheduling of projects. Will monitor projects in accordance to set schedules through use of analytical reports. Work requires the application of standard planning / scheduling techniques and methods based on level of experience and may involve substantial evaluation, analysis, and modification of such standards in problem-solving efforts.

Project Controls/ Reporting	Project Controls Engineer/Manager	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks
Project Support	Project Coordinator	Position supervises the installation of equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
Project Support	Project Engineer	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
Quality Control	Quality Control Engineer	Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
Risk Management	Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio.
Scheduling	Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
Specialist Services	Scientist	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks
Unifier Support/ Primavera P6 Support	Technical Support	Unifier Certification Required. Primavera P6 Certification Required.

Unifier Development	Unifier Systems Developer	Unifier Certification Required, Business Process Design, Implementation, Testing
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EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
 Denver International Airport
 8500 Peña Boulevard
 Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability
Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability
Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Professional Liability (Errors and Omissions) Insurance
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

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

PROFESSIONAL SERVICES TASK ORDER PROCESS

Office of Primary Responsibility:	Design, Engineering and Construction (DEC)
Supersedes:	COMBINES TASK ORDER PROCESS - PROPOSALS AND EXECUTION, JULY 2025, R2 & TASK ORDER PROCESS - SCHEDULING, REPORTING, COMPENSATION, JULY 2025 R2, & PROFESSIONAL SERVICES COMPENSATION PROCESS, OCTOBER 2025, Rev 01
Certified by:	Senior Director, Project Delivery

CONTENTS

PROPOSALS AND EXECUTION	2
TASK ORDER OVERVIEW.....	2
TASK ORDER REQUEST FOR PROPOSAL.....	2
CONTRACTOR TASK ORDER PROPOSAL.....	3
LUMP SUM OR TIME AND MATERIALS, NOT TO EXCEED PROPOSAL PRICING.....	3
TASK ORDER ISSUANCE; WORK COMMENCEMENT	3
NOTICE TO PROCEED BEFORE WORK COMMENCEMENT	3
CHANGES TO TASK ORDER OF WORK.....	4
CITY INITIATED CHANGES	4
CONTRACTOR REQUESTED CHANGES	4
TASK ORDER CLOSEOUT	5
MISCELLANEOUS REQUIREMENTS	5
EXISTING FACILITY INFORMATION	5
SCHEDULING, REPORTING, & COMPENSATION.....	5
PROGRESS PAYMENT MEASUREMENT	6
INVOICES AND PROGRESS PAYMENTS.....	7
ALLOWABLE OVERHEAD (INDIRECT COSTS)	8
NON-ALLOWABLE OVERHEAD (INDIRECT COSTS).....	8
EXPENSES (OTHER DIRECT COSTS)	9
DEC PROJECT MANAGER DISCRETION.....	10
REFERENCED FORMS.....	10

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

PROPOSALS AND EXECUTION

TASK ORDER OVERVIEW

The City maintains professional services contracts to support the delivery of various projects as specified and directed by Task Order, including on an as-needed basis. The Task Order scopes of work are defined on an individual basis. They may include professional services in support of modifications and additions to airport facilities and systems and may involve various professional services (but not construction) disciplines depending on the scope of the contract, including, but not limited to: structural; civil; mechanical; electrical; plumbing; life safety; environmental testing; fire alarm; fire protection; controls and automation; telecommunications; architectural & interior design; interior finishes; demolition; and site surveying. Conducting this work may include project management; programming; pre-construction planning; scheduling; cost estimating; permitting; quality control planning and management; safety planning and management; coordination with internal and external stakeholders; participation in construction update meetings; construction administration; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the construction of a project by providing construction administration services.

Should a Task Order scope of work require a discipline that is not currently represented by the Contractor or Contractor's team, the Contractor shall add that discipline as part of the team for that specific Task Order scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and submit the subcontractor's qualifications, personnel pay classifications, and agreed-upon hourly billing rates for approval by the DEC Project Manager in accordance with the Contract or Agreement to which this exhibit is attached (referred to herein as "Agreement").

TASK ORDER REQUEST FOR PROPOSAL

The Project Manager will issue to the Contractor a Task Order Request for Proposal (Task Order RFP) for each specific Task Order scope of work. The Contractor shall prepare and submit a fee and services proposal and its Task Order schedule within fourteen (14) calendar days of receipt of the Task Order RFP, unless an alternate response timeline is defined by the Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response and the Project Manager may issue a Task Order for such work. The Contractor shall not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP). In the event the Project Manager issues a Task Order and upon issuance of the NTP, the Contractor shall perform such work within the time agreed and for the compensation that is approved in the Task Order.

Exhibit D

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

CONTRACTOR TASK ORDER PROPOSAL

The Contractor shall provide a fee and services proposal in response to each Task Order RFP that includes the following:

1. A narrative of the understanding of the requested scope of work, including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subcontractors. The narrative can also include pictures, diagrams, plans, or other means to convey the understanding of the scope of work.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (as specified in the Task Order RFP), inclusive of all annual billable rate adjustments proposed. If, and when any annual billable rate adjustments are memorialized in an updated and approved Rates Exhibit, those rates shall go into effect on January 1 of the referenced year. The fee structure for the proposal will be identified and defined in the Task Order RFP. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet.
4. Any other proposal requirements identified in the Task Order RFP.

Fees for proposal preparation are not chargeable to the City and will not be reimbursed or otherwise included in Contractor's fee proposal.

LUMP SUM OR TIME AND MATERIALS, NOT TO EXCEED PROPOSAL PRICING

The Task Order RFP will indicate whether the Contractor is required to submit a Lump Sum/Fixed Fee proposal or a Time & Materials, Not to Exceed proposal for the requested services and scope of work. Any additional proposal documentation required will be defined in the Task Order RFP.

1. Lump Sum/Fixed Fee Proposal - Contractor's proposal will be related to levels of effort and a clear scope of work provided in the Task Order RFP. The Contractor's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum for the previous billing period.
2. Time and Materials, Not-to-Exceed Proposal - Contractor's proposal will be related to proposed hours and associated costs to deliver the entirety of the scope of work, which will be invoiced monthly for the calculated cost of the hourly work for the previous billing period.

TASK ORDER ISSUANCE; WORK COMMENCEMENT

NOTICE TO PROCEED BEFORE WORK COMMENCEMENT

Following the City's acceptance of the Contractor's proposal in response to a Task Order RFP, the Project Manager will provide written notification to the Contractor of such acceptance in the form of an executed Task Order and written Notice to Proceed (NTP). The Contractor shall not proceed with the work described

Exhibit D

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

in the Task Order and the City shall not be obligated to pay Contractor for any work performed until the Project Manager has issued an NTP authorizing the commencement of work under the Task Order.

CHANGES TO TASK ORDER OF WORK

CITY INITIATED CHANGES

Changes to the scope of work under any Task Order initiated by the City will be initiated by the Project Manager's issuance to the Contractor of a Task Order Request for Proposal for Changed Services (Task Order Change RFP). Initiation of this request for changed services does not guarantee modification to a Task Order, including increased scope of work or schedule relief.

Within fourteen (14) calendar days upon receipt of a Task Order Change RFP, or a duration as defined in writing by the Project Manager, the Contractor shall provide a proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subcontractors.
2. A revised schedule identifying all phases of the work that demonstrates the proposed changed schedule compared to the original schedule.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount (based on the format of the original task order proposal) for the revised duration of the scope of work (as specified in the Task Order Change RFP), inclusive of all annual billable rate adjustments proposed. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet that clearly demonstrates the proposed changed fee compared to the original fee.
 - a. Information related to the additional fee may potentially include information broken down by personnel, billing rates, requested expenses, schedule, and hours necessary to complete the changed scope of work. This additional information, if required, will be identified in the Task Order Change RFP.

If the City accepts the Contractor's proposal in response to a Task Order Change RFP, the Project Manager shall issue written notification to the Contractor in the form of an executed Task Order Amendment detailing all changes to the original Task Order.

CONTRACTOR REQUESTED CHANGES

Any requests for schedule change or increases in the Task Order compensation amount by the Contractor shall be submitted to the Project Manager in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases.

Approval of the Contractor's request for changes to a Task Order, if accepted by the City, will be documented by an executed Task Order Amendment. The Contractor shall not proceed with any changed

Exhibit D

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

work before receiving such documentation. The City is not obligated to grant any schedule or cost changes or increases.

TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Contractor shall not commence Task Order closeout before receiving prior written approval from the Project Manager.

Task Order Closeout Documents include the following:

1. Professional Services Affidavit of Completion Letter
2. Final Statement of Accounting
3. Any other documents or information required by the Project Manager.

MISCELLANEOUS REQUIREMENTS

EXISTING FACILITY INFORMATION

City-supplied documents and digital models: As the scope of a task is defined, the City may make available to the Contractor documents when they exist, related to that specific Task Order scope of work. These documents, when provided for the Contractor's reference in responding to a Task Order RFP, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor shall conduct due diligence in preparing a proposal with all stated inclusions and exclusions as required. Such documents may include items such as:

4. Electronic files of Construction Drawings (Task Order Specific);
5. Available BIM files for areas of work (Task Order Specific);
6. Electronic copies of available Technical Specifications or Reports (Task Order Specific); and
7. 3-D Scans of spaces (Task Order Specific).

SCHEDULING, REPORTING, & COMPENSATION

This section describes the Contractor's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondence. The Contractor shall prepare invoices that are based on its progress toward completing work under a Task Order. The Contractor shall schedule the work and identify the resources which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Contractor then measures monthly progress and prepares invoices based on payment alternatives or Task Order structure, which the Contractor must submit for written approval as described in this document. Billing shall be one combined summary invoice for all active Task Orders. Invoices for each project shall be combined into a single monthly invoice package, with either percent-complete or time-and-materials calculation of the task order fee indicated on an invoice

Exhibit D

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

summary table. The acceptable format for this invoice package is a hyperlinked PDF file for easy navigation.

The Contractor shall invoice for its progress toward completing a task shown on its work schedule for each Task Order. Payments for each Task Order will be calculated in accordance with the Progress Payment Measurement identified in each Task Order RFP and elaborated in the following sections, and shall not exceed the Task Order amount approved, inclusive of any executed Task Order Amendments. Submittal of time sheets may be required concurrently with the submittal of each invoice if specifically required in the Task Order RFP or Task Order Change RFP.

PROGRESS PAYMENT MEASUREMENT

The method of calculating progress payments is described as follows. Alternatives may be requested by the Contractor and approved at the City's sole discretion. The approved method shall be defined in the Task Order.

1. Lump Sum/Fixed Price: Monthly progress payments will be based on the percent-complete of the lump sum/fixed price for the Task Order scope of work. This percent-complete will include all labor, equipment, materials, or other allowable expenses as defined in the Task Order. Each invoice shall contain an estimate of the percentage complete, and if any other backup documentation is required the backup documentation will be defined in the Task Order.
 - a. Monthly invoices and corresponding payments may be approved up to, but not exceeding, the next identified development milestone. For example, while working toward the submission and approval of the 30% design package, up to 30% of the lump sum may be invoiced and requested for payment. Additional invoices and requests for payments beyond 30% of the lump sum amount will not be approved until the 30% milestone has been accepted by the City.
 - b. Alternatively, if milestones are not defined in the Task Order, the Contractor shall propose for the City's review and approval a monthly payment schedule prior to the Contractor's issuance of its first invoice.
2. Time and Materials, Not to Exceed: Monthly progress payments will be based on the actual number of direct labor hours, approved materials, and other allowable expenses for the period invoiced to perform a Task Order scope of work, in accordance with the approved Task Order Fee Proposal Spreadsheet. Each invoice shall contain a table of costs and hours by each employee which shows actuals, projected (or proposed), percent complete of projected (or proposed), and percent remaining to reach the not-to-exceed amount
 - a. All billable rates and hours contained in time and materials invoices will reflect the annual billable rates established in the Labor Rates and Classifications Exhibit to the Agreement (unless otherwise specified in the RFP). As the "Calendar Year" for subcontractors in the Labor Rates and Classifications Exhibit to the Agreement are the billable rates charged to

Exhibit D

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

the Contractor, the allowable subcontractor markup (maximum 5%) will be applied in the monthly invoice

INVOICES AND PROGRESS PAYMENTS

Task Orders shall have a pre-defined maximum value known as the Not-to-Exceed amount. This may be a lump sum/fixed price, or a not-to-exceed value based on time-and-materials billing. If the Not-to-Exceed amount is for a time-and-materials-based Task Order, payment of the full Not-to-Exceed amount is not guaranteed to the Contractor.

The Contractor shall submit invoices by the 10th day of the month, or by such other date agreed to by the Contractor and confirmed in writing by the Project Manager. Payment of invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, the timely submission of invoices is required.

In accordance with requirements set forth in the Agreement, the Contractor must have provided the City with the following documentation before any work may commence or before any payments will be made to the Contractor:

1. The current Certificate of Insurance providing the levels of protection required by the Prime Agreement;
2. Signed subcontractor agreement(s);
3. Final Organizational Chart (Updated with new Subcontractors as they are acquired); and
4. Name and Title for Authorized Signatories. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.

MONTHLY INVOICE NARRATIVE

The monthly invoice package must contain a project narrative submitted with each invoice. This narrative will describe the work completed in the month of work invoiced, which represents the hours expended and invoiced costs. Failure to submit the monthly invoice narrative and all requirements set forth in the Agreement may be cause for the City's rejection of the invoice until such time that all requirements are fulfilled. Contractor shall complete and include a Monthly Invoice Checklist with each invoice submission.

FINAL CLOSE OUT INVOICE

By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Contractor agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed

Exhibit D

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

officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from the Project Manager and shall also include a written Affidavit of Completion, certifying all services under the Task Order have been completed, and a Final Statement of Accounting, summarizing all payments made to date, final amount due, and any unused Task Order funds to be unencumbered.

ALLOWABLE OVERHEAD (INDIRECT COSTS)

All allowable indirect general and administrative overhead expenses (O.H.) are incorporated in the labor rates and classifications and calculated by applying the overhead multiplier factor against core staff “base rates”.

O.H. are costs that benefit more than one project and cannot be directly identified with a single specific task objective of the project and may include:

1. Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
2. Supplies & Equipment: Office, drafting, engineering copying, postage, freight, vehicles, computer drafting and graphics, computers, telephones/cell phones, software.
3. Maintenance, Calibration, Certification, and Repair: Office equipment and field equipment.
4. Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
5. Taxes: Only allowable state, local, and federal taxes.
6. Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
7. Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order.
8. Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees and recruitment costs.

Upon request from the SVP or the Project Manager, Contractor shall provide a breakdown of all allowable O.H. costs included in the labor rates or multiplying factor.

NON-ALLOWABLE OVERHEAD (INDIRECT COSTS)

Non-Allowable Overhead includes but is not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, roadway tolls, donations, gifts, charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, and unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). Costs of drafting proposals in response to Task Order RFPs or Task Order Change RFPs, including personnel costs, are not allowable. If an expense is not explicitly included in this Exhibit as an allowable expense, it is a non- allowable expense.

Exhibit D

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

EXPENSES (OTHER DIRECT COSTS)

Expenses Reimbursed at Cost: All allowable (non-Salary and non-O.H.) expenses are reimbursed at cost. Receipts are required for all direct expenses submitted for reimbursement.

EXPENSES GREATER THAN \$500

All direct expenses greater than \$500 must be approved prior to the expenditure. Contractor shall identify all such anticipated expenses on the Task Order Fee Proposal Spreadsheet and the Project Manager shall document the City's approval of such costs in each Task Order. Any asset purchased must be surrendered to the City upon Task Order closeout. The Contractor shall be charged a replacement value for any asset paid for by the City that is not accounted for at Task Order closeout.

TRAVEL AND AIRFARE

All travel from outside the Denver metropolitan area must be pre-approved on the DEC Advance Travel Authorization Form and signed by a DEC Supervisor. Travel shall be completed using the most reasonable cost and means under the circumstances and must comply with the City's Fiscal Accountability Rules applicable to such travel expenses and any other applicable policies established by the City. Without modifying any such City rules or policies, travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Contractor's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the SVP or their authorized representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including reasonable and necessary luggage check-in fees. Convenience expenses such as seat upgrades or assignment fees, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

RENTAL CAR

At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.

LODGING RATE / NIGHT

A maximum of the lodging per diem for the Denver metropolitan area (or applicable out-of-town locality, if applicable) as published by the U.S. General Services Administration website <https://www.gsa.gov/> plus taxes per night, unless approved in advance in writing by the SVP or their authorized representative.

MEALS

Exhibit D

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

The City will reimburse the traveler for reasonable meal expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs that exceed the M&IE rates are directly attributable to the actual business conducted. Reimbursements will be made per individual traveler conducting official City business as it relates to the Contractor's contractual obligations and scope of work. Costs associated with alcohol, drugs, or illicit substances will not be reimbursed. Meal reimbursements are not allowed for Contractor's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the SVP or their authorized representative.

NON-ALLOWABLE EXPENSES

Non-allowable expenses include, but are not limited to, relocation, equipment otherwise not explicitly allowed, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by the City in its contract capacity but not those caused by the City in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines, and penalties. If an expense is not explicitly included in the Agreement as an allowable expense, it is not an allowable expense.

DEC PROJECT MANAGER DISCRETION

All requirements in this Exhibit may be modified by the SVP or their authorized representative to meet the specific needs of the Project. Any modifications to this Exhibit must be documented in authorized writing.

REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Labor Rates and Classifications Exhibit
2. Task Order RFP
3. Task Order Fee Proposal Spreadsheet
4. Task Order Change RFP
5. Monthly Invoice Checklist
6. Advance Travel Authorization Form
7. Professional Services Affidavit of Completion Letter
8. Final Statement of Accounting

END OF EXHIBIT

SECTION 2

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

RFP No. 202580614 // September 18, 2025

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

Kimley-Horn is committed to DEN's strategic priority of increasing MWBE business opportunities and **our team will exceed the 21% MWBE goal established for this contract.** As evidence of our commitment to mentoring and supporting MWBE firms, **we have included 12 firms on our team that qualify as MWBE with CCD.** Kimley-Horn and our proposed team have extensive experience leading projects and contracts that contain multiple MWBE firms. This direct experience means that MWBE team members will be engaged throughout the duration of this contract, serving as vital team members. Our Commitment to MWBE Participation form is located in the Appendix at the end of our qualifications.

Like other firms and agencies, we are working to comply with the recent Executive Orders regarding this topic. Our responses reflect these efforts to be compliant with the relevant Executive Orders.

Equity, Diversity and Inclusion Strategies

Kimley-Horn uses a combination of reviewing skill set, experience, and availability of all employees throughout the firm to assemble project teams. At every level of experience, team members receive training and mentorship to provide a road map for career success and advancement. Project managers work with every level of staff to align task assignments with career development paths and support the needs of our clients. We also encourage staff to be engaged in the communities where they work and live so that our teams reflect the clients and communities we serve.

Many contracts have defined goals for MWBE involvement. When forming project teams, Kimley-Horn holds numerous phone and video meetings with certified MWBE firms. Our leaders explain our firm culture and expectations to our teaming partners, making it clear we would like to build long-standing relationships. To integrate qualified and certified MWBE firms, we are intentional regarding the selection of each firm as to what element of work they would lead. We often include qualified and certified MWBE subconsultants that provide more than one specialty, further enabling us to use these firms for a wider variety of projects and expanded roles.

Our strategic model for integrating required qualified and certified MWBE firms include:

- Spending time with MWBE firms learning their skills, aspirations, and capacity to fully understand their capabilities as well as items with which they may need assistance. We strive to place them in a position to succeed and challenge them to take on new responsibilities aligned with their goals and qualifications.
- Assigning a teammate to hold regular check-ins with the MWBE firm to discuss the project and help with business operations (invoices, progress reports, etc.).
- Holding ourselves accountable to the contractual role, fee, and leadership assigned to the MWBE.
- Scheduling a meeting where both Kimley-Horn and the subconsultant can learn from the experience working together by addressing questions such as: What went well? What could have gone better? Are there ways this experience could help advance their business goals for growth?
- Sharing our experience with the MWBE with internal and external partners to help increase the volume of their workload. We close the project with a sincere offer to be available as a business resource as well as a reference.

RFP No. 202580614 // September 18, 2025

Technical Assistance & Support Services

Kimley-Horn regularly offers technical, financial, and mentorship support services to MWBE firms in order to ensure that we provide the opportunity for our MWBE partners to grow and move forward according to their own goals. In communicating with our MWBE partners and gathering feedback to be utilized moving forward, a few of the key elements we incorporate into our technical assistance and support services include:

- **Early Payment.** We are committed to paying invoices to MWBE firms ahead of being paid by the client to help the firms maintain positive cash flow, as this is one item we hear frequently that is key to their viability. If early payment is not possible, they will still abide by the requirements of the Prompt Pay regulation.
- **Accounting Support.** We provide accounting assistance to firms, including what to include on invoices, progress reports, and any required back-up. We are committed to providing opportunities that last the full length of the contract and beyond, and we are always looking for ways to provide sustained backlog for MWBE firms to achieve their business goals.
- **Inclusion in Client-Facing Meetings.** This allows our MWBE partner firms to share their experience and expertise and present their materials and develop relationships with all team members and DEN staff.
- **Providing Business Practice and Technical Consulting Services.** This allows our MWBE partners to discuss various business processes with Kimley-Horn staff on topics such as business development, staff scheduling/forecasting, and invoicing best practices.

Procurement Process

Kimley-Horn actively seeks to be an organization that hires the best and brightest staff of all backgrounds. To ensure our employment practices are free of discrimination, we prepare a written Affirmative Action Plan annually to help us assess and evaluate our employment of individuals in various demographics. Our hiring goals, evaluated for effectiveness every year, are continuously met through proactive outreach to increase the number of qualified applicants and through engaging in action-oriented programs designed to ensure equal opportunities.

It is Kimley-Horn's policy to provide fair and equal treatment of all current and prospective employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, marital status, national origin, qualified disability, medical condition, protected veteran status, or any other reason under applicable federal, state, or local laws. Our commitment to fairness involves equal opportunities in all areas of employment, including recruitment, selection, job changes, promotions, terminations, wages or other forms of compensation, benefits, training, and other privileges, terms, and conditions of employment. Kimley-Horn commits to comply with all relevant various federal, state, and local governmental regulations regarding employment.

Some of the measures we have taken to further our commitment to being an open organization and promoting an inclusive workplace include:

- Posting open positions on local, regional, and national job boards that reach out to qualified individuals of all demographic backgrounds.
- Building strong relationships with various professional associations that encompass the most qualified professionals for different engineering consulting disciplines. We are proud to note that have been recognized as "Employer of the Year" by several different organization chapters, and have our employees participate in panels and hold leadership positions within these organizations.
- Revising our firmwide approach regularly to eliminate barriers to variety in our recruitment and retention policies; support STEM education; and create an emotionally safe workplace.
- Developing and continued investment in Employee Resource Groups (ERGs) for staff from a variety of backgrounds that provide resources, support, and development for individuals in the workplace. ERGs are open to all employees on an equal basis.

RFP No. 202580614 // September 18, 2025

Communication and Proposer Management

As Project Manager, Mike will serve as our MWBE partners' single point of contact to work with during the duration of this contract. Mike offers personal relationships with most of our MWBE partners and continues to prioritize building his personal roster of teaming partners so that they can continue to advocate for and support historically underutilized businesses. He will be responsible for staying in regular contact with all MWBE firms so that they can communicate availability, capacity, and other similar work elements for task order assignments. Additionally, Tracy Zhai will serve as our contract compliance officer. Tracy will be responsible for using our internal contract management system to track the project costs for this contract and stay up-to-date on coordinating invoicing and payments to all of our MWBE partners. Subconsultants will be involved in all progress meetings, as needed, to ensure that they are aware of critical information as it relates to project status, budget, and schedule. As part of our ongoing training initiatives, we are able to partner with each subconsultant firm and offer instruction for best business practices, project management approach, industry methodologies, and other valuable insights both technical and business related. Because of our strong national resources, we can provide and host necessary trainings on an as-needed basis.

Kimley-Horn takes effort to ensure a safe and productive work environment for our MWBE partners by implementing safety guidance, document management, and establishing performance expectations. We understand that in many cases, great work begins with establishing sound preventative measures. We set expectations to help ensure that employees meet internal and external standards and fulfill their duties in a timely and accurate manner.

As part of our effort to ensure that disputes are effectively and efficiently managed, we utilize a system called the escalation ladder that outlines how to address and resolve conflicts between employees and our partners. This typically begins with informal conversations between the parties involved to try and come to an amicable solution. If the informal conversations fail, the ladder then progresses to mediation stage, which is facilitated by a third party, usually a senior level partner who can offer guidance and support as needed.

This approach helps to ensure employees are able to work through their differences in a respectful and professional manner, and that the company is able to maintain healthy working relationships. Through a system of these checks and balances, we are able to continue offering our experience and expertise to our clients and partners.

Kimley-Horn is committed to providing timely and accurate information to the Division of Small Business Opportunity (DSBO), regardless of the size or nature of the information. To ensure immediate and up-to-date information is available, Kimley-Horn maintains an overall tracking spreadsheet that lists all firms on our master contract, current task orders and subcontracts, and contract summaries with percentages of current participation. We also include potential future task orders with MWBE opportunities to track total contract commitments.

Past Performance

Several of our previously utilized MWBE firms have outgrown their MWBE status, in large part, due to our mentorship program, which is a testament to our past performance in this area. Kimley-Horn has been successful in promoting equity, diversity, and inclusion through the use of our developed mentor-protégé program, which includes providing technical assistance and consulting services, regular meetings to understand goals, and providing leadership opportunities for our MWBE partners. We are proud that we have supported several firms who have outgrown the mentor-protégé MWBE program.

Additionally, Kimley-Horn has promoted our inclusive and equitable values to both our MWBE subconsultant partners and our served communities by fostering an environment of transparent communication and dedication. Firms that have graduated from their MWBE status through our partnership and mentorship include Pinyon Environmental, Harris-Kocher-Smith, and Kumar and Associates.

RFP No. 202580614 // September 18, 2025

Our team is committed to meeting or exceeding the MWBE participation goal set by DEN. **In the table below, we have highlighted projects in which we have met or exceed contract MWBE participation goals.**

Project Name	MWBE Firm/Service Provided	Project Goal	Actual Utilization of MWBE Firm
DEN, Tower Road Snow Staging Site Access Roads	Yeh & Associates*/Geotechnical	12%	16%
DEN, Recycle Yard Investigation	ArLand/Business Modeling	18%	21%
DEN, Pond 2M7	Dig Studio/Landscape Architecture Pinyon*/Environmental Harris Kocher Smith*/Survey 105 West, Inc./Survey Triax Engineering/Geotechnical Diversified Underground/SUE	12%	30%
CCD, Santa Fe Streetscape Design	Calderon/Public Engagement Dig Studio/Urban Design Yeh & Associates*/Geotechnical Triunity Engineering*/SUE Ridgeview Data Collection/Traffic Counts	25%	37%
CCD, South Broadway Multimodal Transportation Design	ArLand/Business Modeling Dig Studio/Landscape Harris Kocher Smith*/Survey Pinyon*/Environmental Ridgeview Data Collection/Traffic Counts Triax Engineering/ Geotechnical	20%	22%

**MWBE at the time of project completion*

Proposer's Culture

Company Policy and Programs that Advance Equity, Diversity, and Inclusion Priorities

Consistent with our culture, Kimley-Horn is committed to an environment where opportunities for all are embraced, valued, and celebrated. We want our employees to feel connected and empowered in their careers and in service to our clients and communities. By recruiting, mentoring, developing, and retaining staff at all levels, we can fuel innovation and increase our competitive advantage within the marketplace.

For nearly two decades, Kimley-Horn has been recognized as one of FORTUNE's 100 Best Companies to Work For. In fact, Kimley-Horn stands alone as the only planning and design consulting firm on this list. Consistent with our core purpose, Kimley-Horn is committed to providing an environment where all our employees can flourish. An important component of that environment is creating and sustaining a workplace where people can easily connect with each other to find common ground and build community around shared experiences. Kimley-Horn's ERGs exist to promote and foster these ideals. Our ERGs are open to all employees on an equal basis and are focused on providing a sense of belonging, mentorship and professional development opportunities for all staff.

Throughout our nearly 6 decades of operations, Kimley-Horn has strived to meet the needs of both our clients and staff. We are proud of our history of living to our core purpose and providing excellent client service while following all appropriate and applicable rules and regulations. We will continue to do so—even as the regulatory landscape changes—and partner with our clients to assist them in navigating these changes.

RFP No. 202580614 // September 18, 2025

Actions and activities of the firm in this area include the following:

- Annual firmwide review of all salary information and equity checks for a number of different demographics. If discrepancies are found, they are remedied during our annual salary adjustment process.
- Various training for our employees, including harassment training upon hire and throughout employment, Culture of Respect training, and training for new supervisors on appropriate communication.
- Posting open positions on local, regional, and national job boards that reach out to qualified individuals of all demographic backgrounds.
- Building strong relationships with various professional associations that encompass the most qualified professionals for different engineering consulting disciplines. We are proud to note that have been recognized as “Employer of the Year” by several different organization chapters, and have our employees participate in panels and hold leadership positions within these organizations.
- Revising our firmwide approach regularly to eliminate barriers to variety in our recruitment and retention policies; support STEM education; and create an emotionally safe workplace.
- Developing and continued investment in ERGs that provide resources, support, and development opportunities for members. ERG membership is open to everyone on an equal basis

Employment Practices of Recruitment and Hiring, Employee Development and Training

Diversity and inclusion make us a better consulting firm by bringing broader perspectives, different points of view, and a greater understanding of the increasingly diverse client base we serve. The STEM industry is becoming increasingly diverse, which means as industry leaders, we must be intentional about a sustained commitment to a diverse Kimley-Horn. Within our firm, this means creating and sustaining an environment where all of our employees feel they are treated fairly and equitably and that they have an equal opportunity to flourish based on their contribution. At Kimley-Horn, we believe that we can fuel innovation and increase the quality of our consulting services to our clients and communities through efforts such as:

- Recruiting a more robust workforce of qualified candidates by intentionally recruiting at a wide variety of schools and universities.
- Reducing unconscious bias in our recruiting, retention, and recognition processes by hosting internal trainings to increase awareness and empathy in our workforce.
- Funding volunteer activities that enhance STEM development with a wide variety of groups. This is achieved by our internal dedication to volunteering in our communities and financially supporting our employees’ devotion to this goal.
- Supporting internal transparency of our efforts to achieve a wider perspective. This is accomplished by providing critical updates and information at monthly and quarterly meetings.
- Developing metrics to monitor and report our effort. Our leadership teams monitor growth data through various tools and software.

Expectations of Valuing and Actively Collaborating Through Partnerships with Subcontractors and Subconsultants.

We deeply value our subconsultant partners and are committed to continuously growing these partnerships. We implement and act on the guidance provided in our equity and diversity inclusion statement and mission statement regarding subconsultant communication and collaboration. Our approach to communicating with our subconsultant partners and maintaining collaborative relationships is detailed in sections A, B, and C of our MWBE EDI Plan.

Future Initiatives

Kimley-Horn will continue to prioritize developing a workforce comprised of the best and brightest staff of all backgrounds. As we grow our firm, we will remain committed to recruiting a broad candidate pool; reducing unconscious bias in our recruiting, retention, and recognition processes; funding volunteer activities that enhance STEM development in a wide variety of groups; supporting internal transparency of our efforts; and developing metrics to monitor and report our recruiting and retention efforts.



REQUEST FOR PROPOSALS

On-Call Infrastructure Design

RFP No. 202580614

August 20, 2025

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): DeAnne Barker
E-Mail: contract.procurement@flydenver.com

Request for Proposals # 202580614

PROPOSALS MUST BE RECEIVED BY: Thursday, September 18, 2025, at 2:00 PM Denver Local Time
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

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

Event	Date
RFP Advertisement	August 20, 2025
Optional Pre-Proposal Conference	August 27, 2025, at 2:30 PM Denver Local Time
Last Date to Submit Written Questions	September 4, 2025, at 2:00 PM Denver Local Time
Proposal Due Date	September 18, 2025 at 2:00 PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

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

[Pre-Proposal Conference Link](#)

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

The proposal shall be prepared in accordance with the Preparation of Proposal as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below. Proposals are due by the date and time listed in the Schedule of Activities above.

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

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

EBS FAQs:

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

Minority and Women-Owned Business Enterprise Participation

Pursuant to Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) the Division of Small Business Opportunity (DSBO) has established the following participation requirement for this project:

21% Minority and Women-Owned Business Enterprise (MWBE)

The participation requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C., found in the [Small Business Certification and Contract Management System](#), or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. The project is subject to additional requirements pursuant to the D.R.M.C.

General Statement of Work

This RFP is between qualified contractors and Denver International Airport (DEN). The Scope of Work shall be for task-order-based, on-call professional services related to various construction projects within DEN, including facility upgrades, infrastructure improvements, renovations, and other construction-related tasks. Typical projects may include airfield pavement design, roadway design, bridge design, parking facilities, structural engineering, geotechnical investigations, survey and mapping, drainage and hydrological engineering, erosion control design, and traffic engineering. The scope of work varies for each task and may include, but is not limited to, design for rehabilitation, modification, or expansion to existing facilities and systems, design for new facilities, evaluations, reports, and studies, planning, permitting, scheduling and cost estimating, surveying, construction administration, or other engineering services requested, in accordance with the DEN Design Standards Manuals and other applicable standards and regulations.

PROPOSAL SUBMITTAL REQUIREMENTS

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

- ☐ Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)
- ☐ Sample Agreement:
 - List of all proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2
- ☐ Conflict of Interest Question Submission Form:
 - If applicable, please disclose any conflict of interest as outlined in Section III-25.
- ☐ Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
- ☐ DSBO Forms
 - Commitment to MWBE Participation
 - DSBO Program Requirements Handbook – Signature Statement
 - MWBE Utilization Plan Form
- ☐ Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- ☐ Financial Forms (From primes only, financial forms from subs are not required) - to be submitted as separate electronic files from the proposal
 - Exhibit B – 2025 Labor Rates and Classifications

REQUEST FOR PROPOSAL

202580614

On-Call Infrastructure Design

REQUEST FOR PROPOSALS (RFP)	2
PROPOSAL SUBMITTAL REQUIREMENTS	4
I. CITY, AIRPORT AND PROJECT OVERVIEW.....	5
II. SCOPE OF WORK	7
https://www.flydenver.com/business-and-community/tenant-information/	7
SERVICES INCLUDE:	7
SERVICES AUTHORIZATION	8
TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:	8
III. ADMINISTRATION INFORMATION.....	10
III-1 Issuing Office	10
III-2 Introduction and Acceptance of RFP Terms.....	10
III-3 Means of Communication	10
III-4 Interpretation of Proposal Documents	11
III-5 Addenda	11
III-6 DEN Website.....	11
III-7 Withdrawal of Proposal.....	11
III-8 Rights of DEN.....	11
III-9 Confidentiality of Records	12
III-10 Proposer Agreements.....	12
III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation (or DBE, if applicable)	13
III-12 Certification of Independent Price and Work Determination	14
III-13 Designation of Subcontractors.....	15
III-14 Payment.....	15
III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition	15
III-16 Insurance Requirements	17
III-17 Governmental Immunity.....	17
III-18 Security.....	17
III-19 Airport Identification (ID) Badge Requirements	18
III-20 Background Checks	19

Exhibit F

III-21	Vehicles in the Secured Area.....	19
III-22	Violations.....	20
III-23	Diversity and Inclusivity in City Solicitations	20
III-24	Wage Ordinances	21
III-25	Conflicts of Interest	21
III-26	Title VI Solicitation Notice	21
III-27	Compliance with Americans with Disabilities Act (“ADA”)	21
IV.	PREPARATION OF PROPOSAL	23
IV-1	Preparation of Proposal - Proposal Forms	23
IV-2	Preparation of Proposal - Proposal Narrative	23
IV-3	Proposal Narrative Contents	24
V.	EVALUATION OF PROPOSALS.....	29
V-1	Evaluation of Proposals	29
V-2	Past Performance	29
V-3	Shortlisting and Interviews (If Necessary).....	29
V-4	Best and Final Offers	30
V-5	Evaluation Criteria	30
VI.	ATTACHMENT 1, PROPOSAL FORMS	31
	Attachment 1, Part 1 Proposal Acknowledgement Letter	31
	Attachment 1, Part 2 Proposal Data Form	32
	Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition	35
VII.	ATTACHMENT 2, DSBO FORMS	36
VIII.	ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS	37
IX.	ATTACHMENT 4, INSURANCE REQUIREMENTS.....	38
X.	ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS	39
XI.	ATTACHMENT 6, SAMPLE AGREEMENT.....	40
XII.	ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM	41

I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about April, 2026 and has a scheduled duration of approximately

three (3) years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The Scope of Work for this Contract shall be for task-order-based, on-call professional services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The consultant team ("Consultant") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

<https://www.flydenver.com/business-and-community/tenant-information/>

SERVICES INCLUDE:

The Consultant will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Consultant team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Consultant's general requirements are defined in the contract agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Consultant in a Request for Proposal in the format as defined by the contract agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Consultants for competitive proposals or when a Task or Project requires specialty team qualifications. The Consultant shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the contract agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Unless otherwise noted in the contract agreement, the Consultant's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-consultant under the contract agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the contract agreement or Request for Proposal document. The Consultant understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Consultant and its sub-consultants' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Consultant shall reference the Task Order

Proposals and Execution Process Exhibit in the contract agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Consultant or Contractor's team, the Consultant or Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Consultant or Contractor will identify a specialty sub consultant or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

SERVICES AUTHORIZATION

The Consultant is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Consultant by the DEN designated representative. Upon approval of the Consultant's proposal, the DEN designated representative issues a written service authorization to the Consultant in the format as defined in the contract agreement. Based on a Notice to Proceed (NTP) date agreed between the Consultant and the DEN designated representative, the Consultant shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Consultant without a fully executed written service authorization from the DEN designated representative.

TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

The types of tasks that the Consultant executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Consultant when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. Airfield Pavement Design

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.

2. Roadway Design

- a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.

3. Bridge Design

- a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.

4. Parking Facilities

- a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.
- 5. Structural Engineering Design**
 - a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.
- 6. Geotechnical Investigations and Other Predesign Services**
 - a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.
- 7. Survey and Mapping**
 - a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.
- 8. Miscellaneous Design Services**
 - a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.
- 9. Construction Phase Support Services**
 - a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

III. **ADMINISTRATION INFORMATION**

III-1 **Issuing Office**

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

III-2 **Introduction and Acceptance of RFP Terms**

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

Proposers shall undertake a detailed review of the Attachment 6, Sample Agreement and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Sample Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 6 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

III-3 **Means of Communication**

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

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

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

III-4 Interpretation of Proposal Documents

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

III-5 Addenda

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

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

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

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

III-6 DEN Website

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

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

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

- A. Advertisements for RFx and IFB opportunities
- B. Status of RFx and IFB opportunities
- C. Addendums including vendor questions and responses
- D. Plan holder's/Document Taker's list
- E. Award information

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal

constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

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

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

III-9 Confidentiality of Records

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be considered by the City for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain of DEN's contract provisions are required by Federal, State and/or City law and policy and are not subject to modification.***

III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation
MWBE Responsiveness Requirements

The below-listed DSBO proposal requirements are all conditions of responsiveness. Failure to submit a responsive proposal constitutes cause for rejection thereof.

A. Non-Competition

Proposer shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Proposers. Any Proposer who does so shall cause their proposal to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

B. Joint Ventures

If Proposer is participating in a joint venture with a certified MWBE firm, proposer must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior to the RFP-response submission**. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement **MUST** specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

C. Commitment to MWBE Participation

Proposer shall include with their proposal a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

D. Good Faith Effort

If Proposer cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their proposal, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Proposer must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Proposers are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the proposal. Good faith efforts

must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a proposer that has failed to meet the MWBE requirement, DSBO will determine whether Proposer made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to proposal submission, which determination shall include consideration of Proposer's MWBE Utilization Plan strategies to meet their MWBE participation commitment. Failure of Proposer to show good faith efforts shall render their proposal ineligible for further consideration with the City.

E. DSBO Program Requirements Handbook (DSBO Handbook) – Signature Statement

Proposer must submit the completed and signed Signature Statement of the DSBO Program Requirements Handbook with their proposal documents to be found responsive. The signed Signature Statement evidences proposer's review and agreement to comply with the requirements outlined in the DSBO Handbook.

F. MWBE Utilization Plan

Proposer shall include with their proposal a completed DSBO form, entitled "MWBE Utilization Plan," stating their strategy for meeting the MWBE requirements, including certified small business utilization and expectations for their lower tiered MWBE-certified firms. To meet the MWBE Utilization Plan minimum responsiveness requirements, Proposer must meaningfully address each of the form's sections; any section that is blank or has "N/A" as a response may deem the proposer non-responsive. Contract execution will be conditioned upon a DSBO-approved MWBE Utilization Plan, unless DSBO has determined that Proposer made a 0%-participation good faith effort.

Exception: if Proposer is submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement, they are exempt from this responsiveness requirement and need not submit a completed MWBE Utilization Plan form.

G. Authority

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: <https://www.denvergov.org/dsbo>. Proposer is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Proposer's questions.

III-12 Certification of Independent Price and Work Determination

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

- A. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- B. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by

the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and

- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

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

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

III-13 Designation of Subcontractors

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

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

III-14 Payment

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

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

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

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;

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

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations or at any time during the term of the executed contract, the Proposer may be asked to submit the following:
1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual

owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.

3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Attachment 4, which is attached hereto and incorporated herein by reference. The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions for uploading COIs to ensure insurance compliance. The City reserves the right to modify submission requirements at any time, including the use of third-party software and/or services, which may involve an additional fee to the Commercial Operator.

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

The Authorized Signatory is responsible for entering and verifying information on the online Badging applications. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

The individual must meet with their authorizing signatory to complete an online application in DEN's security system. Two (2) valid forms of identification must be presented at the badging office, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A DEN online Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. The Badge Applications should be entered by the authorizing agent 24 hours prior to going to the badging office. Allow adequate time for processing of the STA and CHRC.

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

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

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

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

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

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

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

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a CHRC and a STA for unescorted access to the Sterile and Secured Area(s).

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

III-21 Vehicles in the Secured Area

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

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, approved by an Authorized Signatory and all applicable permit fees must be paid for each Permit requested, and it must be signed by

the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

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

III-22 Violations

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

III-26 Title VI Solicitation Notice

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

III-27 Compliance with Americans with Disabilities Act ("ADA")

Vision 100 is DEN's strategic plan that serves as a blueprint to align decision-making and enable accountability so DEN can thoughtfully prepare to serve 100 million passengers. To achieve the goals set forth in Vision 100 proposers shall prioritize equity for people with disabilities by ensuring accessibility including requirements set forth by the Americans with Disabilities Act (42 USC § 12101, et seq) ("ADA") (and any subsequent amendments to the statute) as well as any related federal, state, and local disability requirements, supporting DEN's efforts to ensure accessibility in airport facilities and programs.

Proposer shall provide the services specified in this RFP in a manner that complies with the ADA and related requirements. Proposer shall not discriminate against disabled persons in the provision of services, benefits or activities resulting from this RFP and further agrees that any violation of this prohibition on

the part of Proposer, its employees, agents or assigns may result in a disqualification of the entire proposal. Proposer shall, at minimum, review the ADA's implementing regulations (28 CFR parts 35 and 36) and other federal, state, and local accessibility requirements. in preparing any proposals submitted pursuant to this RFP.

If requested by City, Proposer shall engage a qualified disability consultant, as part of the overall contract budget, to review Proposer's work for compliance with the ADA (and any subsequent amendments to the statute) and all related federal, state, and local disability requirements.

END OF ADMINISTRATION INFORMATION

IV. PREPARATION OF PROPOSAL**IV-1 Preparation of Proposal - Proposal Forms**

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

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

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

IV-2 Preparation of Proposal - Proposal Narrative**A. GENERAL**

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, DEN EDI Plan, table of contents, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, conflict of interest, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.

- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal
- Conflict of Interest

IV-3 Proposal Narrative Contents

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

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

Cover Letter

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

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

1. Cost Effectiveness**Cost-Effectiveness:**

- Describe your team's philosophy on ensuring cost-effectiveness and efficiency for each task.
- How will you help DEN meet the project budget without compromising quality?

Pricing:

- If applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B - Core Staff Labor Rates in a separate electronic file and identify if you would like to include pricing in the evaluation and scoring of this RFx.

The Exhibit B 2025 Labor Rates & Classifications is specific to the individual employee assigned to the project, where such assignments are proposed. All salaried personnel or hourly employees not covered

by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Quality Control and Error Minimization:

- A. Explain your approach to quality control.
- B. What strategies will you use to minimize errors or re-work that could increase project costs?
- C. How will consultants and subconsultants adhere to your philosophy?

Right Sizing the Team:

- A. Outline your process for right sizing the team for each task.
- B. How will you optimize team expertise and capabilities to meet DEN's project objectives?
- C. How will you ensure your approach complies with the contract M/WBE goal?

Managing Subconsultants:

- A. Describe methods your team uses to manage subconsultants to maintain effectiveness and quality throughout the project.

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

The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized businesses, this contract's historically underutilized business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

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

Proposer's response in the form of a plan should include, but is not limited to:

- A. Equity, Diversity and Inclusion Strategies. Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.
- C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized businesses and/or any assistance provided to the historically underutilized businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized businesses performing as prime), and community outreach.

- F. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3)

expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

- G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. **Understanding the Project**

Describe the following:

- A. Understanding of the Scope of Work
- B. Complexity, challenges, and problems involved in planning and performing scope of work
- C. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work.

4. **Proposed Work Plan and Approach**

Describe the Proposer's project management and organizational approach, including:

- A. Proposed effort for completing the work on schedule
- B. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.

Describe the Proposer's existing project management control methods and progress reporting systems.

Note: Any deliverables from the Proposer must be in a format compatible with DEN's systems.

5. **Key Personnel and Ability to Respond**

Describe the Proposer's ability to perform the Scope of Work and to coordinate its efforts with DEN and its other consultants.

- A. List office addresses and total number of professional/support employees for the Proposer and each subconsultant
- B. Proposers shall identify the location where work on this project would be performed.

Provide an organizational chart which identifies the Proposer's key personnel and applicable subcontractors who would perform work under the Contract. *Note: Organizational chart does not count towards total page count.

- A. Describe the qualifications of each subcontractor planned to perform work.
- B. Describe the type of work which will be assigned to each subcontractor.

Submit detailed one-page resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. *Note: Resumes do not count towards total page count.

- A. Resumes must include a description of their qualifications/experience and their position and length of employment with the Proposer or subcontractor.

6. Company Experience and Qualifications

Describe your experience providing the services detailed in the Scope of Work:

- A. Include information on previous projects where these services have been provided.
- B. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.

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

- A. Project name
- B. Project description
- C. Contract value
- D. Scope of Work
- E. Location
- F. Owner name, address, current contact person, and telephone number
- G. List any subconsultants and percentage of work performed
- H. Gross fees
- I. Outcome/result

V. EVALUATION OF PROPOSALS**V-1 Evaluation of Proposals**

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

Proposers invited to an interview **may not:**

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

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

All invited Proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview.

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

Evaluation Criteria		Evaluated Weights
1.	Cost Effectiveness/Pricing	20%
2.	DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)	15%
3.	Understanding the Project	10%
4.	Proposed Work Plan and Approach	20%
5.	Key Personnel and Ability to Respond	15%
6.	Company Experience and Qualifications	20%
Total		100%

END OF EVALUATION OF PROPOSALS

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

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

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: _____

Is this a joint venture?

- ☐ YES
- ☐ NO

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

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

References
(Provide three professional references below)

1. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

2. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

3. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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.

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

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

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



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

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project’s MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to _____% of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime’s abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm):

Firm’s Representative:

Title:

Signature (Firm’s Representative):

Date:

Address:

City:	State:	Zip:
-------	--------	------

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



**DSBO Program Requirements Handbook (DSBO Handbook)
Signature Statement**

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor’s/Consultant’s executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the “DSBO Program Requirements”), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm):

Firm’s Representative:

Title:

Signature (Firm’s Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name:

Project/Contract Name and Number:

DSBO Version 1: 3/4/2025



Utilization Strategies

- Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**
- Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.

For reference, please refer to CCD Certified Small Business Database.

[Small Business Certification and Contract Management System | Denver Office of Economic Development](#)

Response:



Exhibit F

**Standard Procedure
for Bid Packages**

- Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:



Exhibit F

Technical Assistance

- Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response:

DSBO Version 1: 3/4/2025

VIII. ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS

EXHIBIT B - 2025 LABOR RATES AND CLASSIFICATIONS

The Pricing Forms which apply to this contract are included as a separate MS Excel attachment in BidNet.

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

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

Exhibit F
EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability
Commercial Operator shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.
2. Business Automobile Liability
Commercial Operator shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

Exhibit F

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Commercial Operator shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Exhibit F**7. Excess/Umbrella Liability**

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

Exhibit F

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

Exhibit F

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

XI. ATTACHMENT 6, SAMPLE AGREEMENT**SAMPLE AGREEMENT**

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

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

Notice to Proposers:**City Required Contract Provisions**

The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

7. Standard Federal Provisions contained in the Contract and the Exhibit or Appendix
8. Minority/Women Owned Business Enterprise (DEN-funded), Small Business Enterprise (DEN-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements
9. MWBE Prompt Pay (if applicable) and City Prompt Pay
10. Prevailing Wage Ordinance
11. City Minimum Wage provisions; worker retention provision if applicable
12. Insurance Requirements
13. Defense and Indemnification (subject to very limited exceptions and approval; Proposer must provide comments and any provisions it cannot accept with its Proposal)
14. Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)
15. Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval) compliance with all Executive Orders including drugs/alcohol/tobacco
16. Governing Law and Venue
17. Bond Ordinances
18. Force Majeure
19. Taxes and Costs
20. Environmental Requirements
21. Records Retention and Other Standard City Provisions, including but not limited to:
22. Diversity and Inclusiveness
23. No Discrimination in Employment
24. Advertising and Public Disclosure
25. Colorado Open Records Act
26. Examination of Records and Audits, including Federal and City Auditor provisions
27. Conflict of Interest
28. Sensitive Security Information, DEN Security, Badging, and other Security Provisions

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional design services; and

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

WHEREAS, Contractor’s proposal was selected for award of the On-Call Infrastructure Design (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

Exhibit F

form issued by the CEO, and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

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

C. Standard of Performance.

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

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

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

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

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

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

vii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor

Exhibit F

contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

Exhibit F

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”) unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

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

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

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

3. **OWNERSHIP AND DELIVERABLES:**

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

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2) one-year options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

C. Suspension and Termination.

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

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

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

- a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

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

Exhibit F

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Dollars and Cents (\$) ("Maximum

Exhibit F

Contract Amount”). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

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

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

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

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

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

ii. **Travel Expenses.** Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

Exhibit F

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

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

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is ___% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by Contractor.

ii. Under D.R.M.C. § 28-68, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment or other modification under D.R.M.C. § 28-70. Contractor acknowledges that:

- a. If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under this Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under

Exhibit F

D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the contract.
- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for

Exhibit F

proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered.

Date bid or proposal issuance was advertised: Date

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver (“**Auditor**”) with a list of all subcontractors providing any services under this Agreement.

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

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

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

D. Compliance With Denver Wage Laws. To the extent applicable to Contractor’s provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. §§ 58-1 through 58-26 including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

Exhibit F

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this

Exhibit F

Agreement that are attributable to the negligence or fault of Contractor or Contractor's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

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

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

9. DISPUTES:

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

10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-2-802 *et seq.*) relating to design defects in the Project under this Agreement.

11. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its

Exhibit F

personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 U.S.C. § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Consultant as soon as practicable.

D. Compliance with all Laws and Regulations.

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

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

E. Compliance with Patent, Trademark and Copyright Laws.

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

Exhibit F

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

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

by Contractor to:

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

And by the City to:

[\[Click here to add multiple address lines\]](#)

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

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

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any

Exhibit F

one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

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

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

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

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

L. Cooperation with Other Contractors.

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

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

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

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

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall

Exhibit F

make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

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

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

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

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

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

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

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

Exhibit F

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* ("**EDI Plan**"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

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

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude

Exhibit F

Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United

Exhibit F

States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work

Exhibit F

of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

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

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration (“TSA”). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and

Exhibit F

Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix No. 1*.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Insurance Requirements
Exhibit D: Task Proposals and Execution Process
Exhibit E: Scheduling, Reporting and Compensation
Exhibit F: Equity, Diversity and Inclusion Plan ("EDI Plan")
Exhibit G: Request for Proposals and Contractor's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1
Section 1 through 17 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit F
Exhibit D
Exhibit E
Exhibit G

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City

Exhibit F

Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

[SIGNATURE PAGES FOLLOW]

XII. ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM

DEN CONFLICT QUESTION SUBMISSION FORM

The Conflict Question Submission form may be relative to this contract and is contained in the pages immediately following this page.

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

Exhibit F
DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

E-mail address

Telephone Number

II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

☐ Yes - outside entity

☐ No - internal

Exhibit F

III. Conflict Question

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

Exhibit F

Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

IV. DEN Stakeholders

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

Exhibit F

List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

V. Timeline Constraints

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued?

If yes, briefly describe the timing issue and any specific dates and potential impacts.

Exhibit F

VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Exhibit F

Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot to make a determination at this time

VII. Comments / Conditions

Exhibit F

August 25, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

Scope of this Addendum

Addendum Number 1 includes modifications to the following RFP Documents issued Friday, August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

The following links have been updated as part of Addendum Number 1:

Optional Pre-Proposal Conference

The link for the pre-proposal conference will be replaced in its entirety with the link below.

[Optional Pre-Proposal Conference Link](#)

Minority and Women-Owned Business Enterprise Participation

[Small Business Certification and Contract Management System](#)

Attachment 2, DSBO Forms

DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement: [DSBO Compliance Website](#)

DSBO Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan: [Small Business Certification and Contract Management System](#) & [Denver Office of Economic Development](#)

Attachment 4, Insurance Requirements

Exhibit C: Insurance Requirements for Department of Aviation Professional Services Agreement

[DEN AirsideDrive Program](#)

[DEN Airport Rules and Regulations](#)

[DEN ROCIP Safety Manual](#)

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

The total number of pages (including cover sheet) contained in this Addendum Number 1 is two (2).

* * * * *

End of Addendum Number 1.

Exhibit F

September 11, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

Scope of this Addendum

Addendum Number 2 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 2 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 1 is attached. Question 15 will be addressed in a later addendum.

Preparation of Proposal

Section IV-3 Proposal Narrative Contents

The following language under Cost Effectiveness will be replaced in its entirety to state:

Pricing:

- A. Complete the Exhibit B for Labor Rates and Classifications for the core team and key personnel labor classifications.

All salaried personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) from those identified in the original Contract must also have hourly billing rates approved prior to commencing work at DEN, including additional labor classifications and new or additional subcontractors.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 1
- Professional Services Compensation Process
- Task Order Process – Proposals and Execution

The total number of pages (including cover sheet) contained in this Addendum Number 2 is twenty-one (21).

* * * * *

End of Addendum Number 2.

Exhibit F

Questions & Answers - 1

Solicitation 202580614 - On-Call Infrastructure Design
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	Question: Link to Pre-proposal Meeting Does Not Work Hello, Could you please provide a new link to the pre-proposal meeting? The one in the RFP does not work. Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q2	Question: Preproposal Link Hello, In the downloaded RFP, it does not appear that the pre-proposal meeting link is functioning. Can you please post the call-in information? Thank you Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q3	Question: Organizational Chart Can the org chart be on a 11 x 17 page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q4	Question: Conflict of Interest In section III-25 of the RFP for conflicts of interest, it states that "existing contracts held by the proposer could be consider a conflict." Would you suggest we state all the contracts currently held as the proposer? It is unclear as the submission form provided appears to be more of a claim notice rather than a statement. Answer: The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed. Proposers should consider potential conflict of interests as defined in Section III-25.	08/27/2025
Q5	Question: Sample List of Task Order Projects Would it be possible to provide a sample list of actual task order projects that may be anticipated under this contract? Answer: Actual task order projects have not been determined at this time, but could include: -Runway and airfield pavement rehabilitation projects -Roadway and surface parking lot rehabilitation projects -Airside and landside pavement evaluations -Stormwater drainage improvements -New and modifications of water quality facilities -DIW system rehabilitation and improvements -Rehabilitation of airfield lighting systems -Traffic signal design, traffic analysis -Utility extensions and preliminary site development	08/27/2025

Exhibit F

No	Question/Answer	Question Date
Q6	Question: Consultants' submission Can consultants submit to provide discipline-specific services on an on-call basis (i.e. structural engineering) or is the expectation that submittals include complete teams that are capable of meeting all of the potential project requirements (i.e. architects, engineers, etc.) Answer: DEN's expectation is that each awarded firm will have the capabilities to respond to all potential project requests, through self-performance or the subconsultant team structure. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs.	08/27/2025
Q7	Question: Tab 5 Key Personnel We want to make sure we're clear on all of the resources we are dedicating to potential airside and landside on-call projects as well as identifying a clear structure for opportunities for our MWBE partners while keeping within the 12 point Times New Roman requirements. Would it be possible to allow for the organizational chart to be placed on an 11" x 17" page so we can show all these relationships together on one page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q8	Question: Consultant Number How many consultants/teams will DEN be selecting for this contract? Answer: DEN is anticipating approximately 5 contracts to be awarded.	08/29/2025
Q9	Question: Contract Cap Will the contracts have a monetary cap? If so, is DEN aware of how much that cap will be? Answer: DEN is anticipating each contract maximum liability to be approximately \$10M.	08/29/2025
Q10	Question: Organization Chart Size Is it acceptable to present the organization chart on an 11 x 17 page since it does not count towards the page count? Answer: Yes, the org chart can be on an 11 x 17 page.	09/02/2025
Q11	Question: Proposal Format Section IV-3 Subsection 5 states, "Organizational chart does not count towards total page count." Section IV-2.B bullet 6 includes items excluded from the 25-page count, but does not list the Organizational Chart as an exclusion. Please state whether the Organization Chart counts towards the 25-page Proposal Narrative page count. Please also confirm whether the Org Chart may be submitted as an 11x17 sheet with 10 pt font. Answer: The org chart does not count against your page count and it can be submitted on 11 x 17, the font can be 10 pt. font as long as it is easily readable by our evaluation panel.	09/03/2025
Q12	Question: Proposal Format RFP Section IV-2.B states, "Proposals shall use the font type and size of Times New Roman 12 point." Please confirm graphics, tables, charts, etc. are excluded from this formatting requirement, and may be submitted with legible smaller font and styling. Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/03/2025

Exhibit F

No	Question/Answer	Question Date
Q13	Question: Exhibit B Rate Sheet Please clarify if the Exhibit B Rate Sheet is to include subconsultant staff bill rates, or if it is to include only the Prime Consultant key staff bill rates. Answer: The Rate Sheet Exhibit is intended to include prime consultant and subconsultant billing rates. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs, resulting in subsequent updates to the Rate Sheet Exhibit.	09/03/2025
Q14	Question: Exhibit B-2025 Labor Rates and Classification The "Exhibit B-2025 Labor Rates and Classification" form that was provided with the RFP has limited staff positions available for selection. For example, the Engineer category used to include levels from Engineer I thru Engineer IV. This has been reduced to 1 single classification of Engineer. There are not sufficient positions in this form to categorize our different staff levels. Can this form be revised to include those additional positions similar to previous versions of this form? Answer: Proposers should utilize the "Experience Level" in addition to the Position title as further qualifiers for different staff level.	09/04/2025
Q16	Question: conflict of interest form The RFP indicates the conflict of interest form is required to be submitted as a part of this. Should this form only be submitted if we feel there is a conflict of interest that needs to be disclosed? Should this form be used to identify all the current contracts a firm holds at DEN for review? Can you please provide more clarification around the submission of this form. Answer: The Conflict of Interest Form is only required if the Proposer believes a conflict of interest may exist. The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed.	09/04/2025
Q17	Question: project specific pricing sheet The RFP indicates that if applicable, please provide a project specific pricing sheet or use the Exhibit B form. Please confirm that an Exhibit B is all that is required for this contract. Answer: IV-3 Subsection 1 will be revised. Exhibit B Labor Rates and Classifications is all that is required, there is no project specific pricing sheet for this opportunity.	09/04/2025
Q18	Question: Exhibit B 2025 Labor Rates & Classification Page 24 of the RFP indicates that "The Exhibit B 2025 Labor Rates & Classification is specific to the individual employee assigned to the project, .." The Exhibit B form that is included does not have a column to identify the individual employee. Is the intent to establish rates for each individual, or for each classification? Answer: Complete the Exhibit B Labor Rates and Classifications as indicated. The intent is to establish classification rates, not individual employee rates.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q19	Question: Font Size/Type Will DEN allow firms to use fonts and sizes other than Times New Roman 12 in graphics, charts and callouts? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q20	Question: DEN Conflict Question Submission Form Page 4 of the RFP lists the Conflict of Interest Question Submission Form as a required document. Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form. Please confirm this form is only required if the proposer has a potential conflict of interest as defined in Section III-25 of the RFP. Answer: Refer to Q16.	09/04/2025
Q21	Question: DEN Conflict Question Submission Form Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form, the form appears to be an online submission. If required, is the proposer to complete and submit this form online? Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q22	Question: DEN Conflict Question Submission Form If required to be submitted online, please provide a link to the DEN Conflict Question Submission Form. Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q23	Question: DEN Conflict Question Submission Form If required to be submitted online, is the DEN Conflict Question Submission Form required to be submitted prior to the Proposal Due Date. Answer: If applicable, the Conflict of Interest Form should be submitted as part of the Proposal Submittal package.	09/04/2025
Q24	Question: DEN Conflict Question Submission Form If required to be submitted, please confirm that DEN will complete Sections VI and VII of the DEN Conflict Question Submission Form, and the proposer does not need to complete these sections. Answer: Correct - Section VI and VII are reserved for DEN's determination.	09/04/2025
Q25	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states "if applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B – Core Staff Labor Rates." Please confirm that there is not a requirement to provide project specific pricing as part of the proposal response, and that the proposer is only required to submit Core Staff Rates in the RFP attachment titled "EXHIBIT – 2025 LABOR RATES AND CLASSIFICATIONS 073125", for the prime consultant only. Answer: Refer to Q13 and Q17.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q26	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate how much of the 20% Evaluated Weight for Section 1 Cost Effectiveness/Pricing would be subdivided if pricing was included in the evaluation and scoring. Answer: IV-3 Subsection 1 will be revised. Pricing is included in the evaluation and scoring, but the evaluated weight is not further subdivided under this criteria.	09/04/2025
Q27	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate where the proposer is to address this evaluation option. Answer: IV-3 Subsection 1 will be revised. This is not intended to be a proposer option.	09/04/2025
Q28	Question: Number of Contracts How many contracts does DEN expect to award as part of this solicitation? Answer: Refer to Q8.	09/04/2025
Q29	Question: Submission on Areas Can a firm submit only in the areas they perform or does DEN prefer teams that can cover all of the potential scope areas listed in the RFP? Answer: Refer to Q6.	09/04/2025
Q30	Question: Graphics + Org Chart Would it be allowable for submitters to use a different font than Times New Roman to accommodate graphic layouts as part of our submittal? For instance in the org chart or other graphics that include text labels? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q31	Question: Exhibit B - Rates Can categorical rates be provided within the Exhibit B form or are individual person names required? Answer: Refer to Q18.	09/04/2025
Q32	Question: Exhibit B - Rates Are rates to be provided within the Exhibit B form for the prime only or for prime and subs? Answer: Refer to Q13.	09/04/2025

Exhibit F

September 12, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

This Addendum Number 3 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

Scope of this Addendum

Addendum Number 3 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 3 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 2 is attached which answers Q15.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 2
- Task Order Process – Proposals and Execution. This document replaces the previous attachment included within Addendum 2.

The total number of pages (including cover sheet) contained in this Addendum Number 3 is ten (10).

* * * * *

End of Addendum Number 3.

Exhibit F

Questions & Answers - 1

Solicitation

202580614 - On-Call Infrastructure Design

Buying Organization

City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q15	Question: Exhibit B-2025 Labor Rates and Classification The “Exhibit B-2025 Labor Rates and Classification” form that was provided with the RFP calculates yearly rates for the next 6 years, and uses a 3% escalation rate. The Draft contract in section 5.D indicates rate adjustments will be tied to the Denver-Aurora-Lakewood CPI. Is the intent to limit future escalations to 3%, and the final contract language will be updated to reflect that? Answer: Correct - the intent is to limit annual escalations to 3% and final contract language will be updated.	09/04/2025

September 18, 2025

Proposal for

On-Call Infrastructure Design

RFP No. 202580614

Prepared for

**Denver
International
Airport**

Prepared by

Kimley»Horn
Expect More. Experience Better.

RFP No. 202580614 // September 18, 2025

Table of Contents

Cover Letter b

Cost Effectiveness 1

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

Understanding the Project 5

Proposed Work Plan and Approach 12

Key Personnel and Ability to Respond 15

Company Experience and Qualifications 18

RFP No. 202580614 // September 18, 2025

Cover Letter

September 18, 2025

DeAnne Barker, Contract Administrator
Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, CO 80249

Kimley-Horn and Associates, Inc.
6200 South Syracuse Way
Suite 300
Greenwood Village, CO 80111
www.kimley-horn.com

Re: Proposal for On-Call Infrastructure Design, RFP No. 202580614

Dear Ms. Barker and Members of the Selection Committee,

The Department of Aviation for the City and County of Denver (CCD) is seeking a proactive, qualified consultant to provide infrastructure engineering design services as an advisor and partner to the staff at Denver International Airport (DEN). Our Kimley-Horn team has developed a teaming arrangement and approach that will provide DEN with a deep bench of experts in aviation that can deliver on tasks small to large. Kimley-Horn has consistently delivered on on-call engineering service contracts for CCD and DEN for over a decade and understands what is needed for success. As you review our proposal, please consider the following benefits of selecting Kimley-Horn as your partner for this contract:



Proven, Local Team with National Experience. Kimley-Horn's local knowledge, relationships, and presence are a direct result of our long and successful history serving DEN, the CCD Department of Transportation and Infrastructure (DOTI), and the Department of Parks and Recreation (DPR). Our Kimley-Horn Project Manager **Mike Witiw, PE** brings over two decades of experience leading aviation projects both on the airside and landside, and will lead this team and guide key team members who have a proven track records of successfully coordinating project efforts at DEN. Mike will be supported by **Deputy Project Managers Chris Hopkins, PE; Dana Davison, PE; and Jerry Haliw, PE**, who you know for their expertise and leadership in successfully delivering more than **10 task orders for DEN since 2023**.

Kimley-Horn's Project Management Team (PMT) is excited to continue serving DEN as a trusted consultant. We are focused on providing not only exceptional service and solutions, but also a better overall experience. Kimley-Horn's reputation for providing **open and continuous communication, innovative and high-quality designs, and efficient project delivery** will serve DEN well on this contract.

In addition to the team's long history and ongoing work at DEN and with CCD, Kimley-Horn has an equally as successful record of delivering similar on-call contracts at Phoenix Sky Harbor International Airport (PHX), Detroit Metropolitan Wayne County Airport (DTW), and Minneapolis–Saint Paul International Airport (MSP).



Diverse and Deep Team and Resources. DEN requires a consultant team that can deliver on **any sized task order from planning to design through construction**. Kimley-Horn has put together a team of experts that have a proven track record of delivering all types of planning and engineering projects for aviation clients. While you know us well for our expertise in areas such as **water/wastewater utilities, water quality, asset management, and civil development**, you will have access to our entire bench of airside and landside resources to work through any need or challenge as DEN continues on its mission to deliver Vision 100 and Operation 2045.

Kimley-Horn is the 5th largest aviation firm in the nation by *Engineering News Record* (ENR) and has delivered projects at every large hub airfield in the nation. This brings DEN a team with knowledge and experience that provides **planning, designing, and constructing airport airside facilities** and will ensure your designs are tailored to DEN's needs. Additionally, we have also strategically developed **teaming arrangements with some of DEN's trusted subconsultants** to provide **technical expertise and capacity** for any sized project or technical challenge.

RFP No. 202580614 // September 18, 2025



Coordinated Team for Seamless Project Delivery. The dynamic team of in-house and subconsultant professionals that are committed to this contract have worked together on multiple projects in Colorado and beyond and have established **trusted working partnerships** where we operate with a **“one business card” approach**. We share a common vision to exceed your diversity, quality, schedule, and budget expectations. DEN’s goal to promote local, diverse teams is consistent with Kimley-Horn’s vision and our past history with DEN, DOTI, and DPR. **Our team includes strong Minority/Women Business Enterprise (MWBE) subconsultant firms that will allow us to significantly exceed the 21% project goal.**

Kimley-Horn will be serving as the prime consultant and has engaged the following specialty subconsultants as our partners. Kimley-Horn is currently partnered with many of these firms on other projects. The following symbol denotes that the subconsultant firm listed is a certified MWBE business: ★

Subconsultant	Service Area
★ 105 West	Survey
★ Abstract	Architecture
★ Aeris	Civil Engineering (Airside), Construction Administration
★ Connico	Scheduling and Efficiency
★ ERO	Environmental
★ Goodbee	SUE (Landside)
★ Granite	Geotechnical
★ Ironstride	Traffic
★ Peak	Environmental
Pinyon	Environmental, Sustainability
★ PK Electric	Electrical
Swanson Rink	Fuel Systems
★ TRACE	Civil Engineering (Airside and Landside)
Triunity (a Lochner Company)	SUE
★ Yeh & Associates	Geotechnical

We commit the availability of the key personnel identified in Section 4 to perform the work for the duration of the contract term. We acknowledge all receipt of addenda and agree to the terms outlined in the contract. If there are any questions regarding this proposal, please contact Project Manager Mike Witiw at michael.witiw@kimley-horn.com or 970.852.6866.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Mike Witiw, PE
Project Manager

Randall J. Phelps, PE, LEED AP
Principal-in-Charge, Authorized Signer

SECTION 1

Cost Effectiveness and Pricing

RFP No. 202580614 // September 18, 2025

COST EFFECTIVENESS

Cost effectiveness is essential for successful project delivery based on task orders. Since our founding in 1967, Kimley-Horn has aggressively pursued a commitment to quality for each task, deliverable, and service provided. Part of this commitment to quality is done by effectively managing our costs and implementing systems that provide our clients with the quality they expect without compromising the budget. Prior to starting each task, **Project Manager Mike Witiw** will work with the task leads to set up the proper work breakdown structure (WBS). The WBS will allow the team to manage scope, schedule, budget and project deliverables for each project task. As your **Quality Assurance and Quality Control (QA/QC) Manager, Kory Andryscik, PE** will be responsible for applying the appropriate Kimley-Horn resources, including cost control and cost effective procedures so DEN receives optimal cost effectiveness.

Cost Effectiveness

Philosophy on Providing Cost-Effectiveness and Efficiency

Our team's approach to cost-effectiveness and efficiency is simple and proven, as demonstrated through our past service to DEN and other aviation and municipal clients. We work to establish an approach that is tailored to your needs.

Our experience providing these services for DEN and other Colorado municipalities allows us to accurately predict what it costs to provide them. At the onset of the project, we will schedule a scoping meeting to identify and refine the scope of services. Our team will then provide a fee estimate for the agreed-upon scope of services and an accompanying work plan. **Our active partnership with DEN will foster discussions aimed at developing solutions that balance the need for predictability with the industry's sometimes-unpredictable nature.**

To align subconsultants with our cost-effectiveness philosophy, we integrate them into our QA/QC and cost control systems from the start of the project. **Subconsultants are required to follow the same rigorous planning, tracking, and quality review processes as our internal teams.** This includes participation in our Continuous Quality Improvement (CQI) program, use of Microsoft Project for labor tracking, and adherence to our invoicing and milestone review protocols. **By embedding subconsultants into our systems and culture, we can provide DEN consistency in quality and cost-efficiency across the entire project team.** Our team has been delivering for DEN since 2009. A list of our projects, all of which were completed on schedule and on budget, are below. Our ongoing projects are currently on schedule and on-budget.

- 77th Avenue/The Landings Stormwater Master Plan (SWMP)
- Administration and Coordination for Drainage Design Services
- Drainage Report for the 71st Avenue Drainage Facility
- Wastewater Conveyance Facilities - SAG 2.0 Manhole Rehabilitation
- New Tower Snow Staging Site Access Roads
- Landside Shoulder Stabilization
- 2013 Economic Impact Study
- Deicing Comprehensive Study (ongoing)
- East Employee Parking Lot Rehabilitation
- Jackson Gap Study
- Electric Vehicles Study
- Concourses A&B West Deicing Stations Water Quality Investigation (ongoing)
- West Approach - Enabling Infrastructure Design (ongoing)
- Resurface of Pikes Peak Parking Lot
- Metro Water Recovery Monitoring Facility Improvements (ongoing)
- I-70 Flyover Reconstruction
- Second Creek District Water System Design (ongoing)
- Lift Station 2 Design (ongoing)
- DEN Concrete and Asphalt Recycle Yards
- 2025 Annual Landside Pavement Rehabilitation
- Runway (RW) 7-25 Safety Risk Management Panel (ongoing)

Achieving Budget While Maintaining Quality

For over a decade, Kimley-Horn has helped DEN meet project goals by delivering high-quality work within budget. Our deep understanding of DEN's operations allows us to anticipate challenges and apply cost-effective, quality-driven solutions. We optimize our team with experienced personnel who are familiar with DEN's standards and expectations so that tasks are executed efficiently. The following section outlines specific areas of focus that allow Kimley-Horn to provide quality deliverables that align with the agreed-upon budget.

RFP No. 202580614 // September 18, 2025

Pricing

Kimley-Horn has provided our team's hourly rates in Exhibit B – Core Staff Labor Rates. This document has been attached separately as requested by the request for proposal (RFP).

Quality Control and Error Minimization

Approach to QA/QC

A key element of our management approach is our formal in-house program for total quality management: CQI. Kimley-Horn instituted this firmwide program to consistently deliver quality in the services we provide. As part of this program, project managers and staff members are rewarded for accomplishing tasks and implementing systems that help improve client service and client satisfaction.

Related to cost effectiveness, this could entail anything from a project manager training staff on prevention costs to identifying an alternate, more cost-effective solution to meet DEN's needs. Our team engages in robust internal training aimed at maximizing, preventing, detecting, and remediating issues related to cost and quality.

By assigning **Kory Andryscik as your QA/QC Manager**, supported by a larger quality control team, we commit to continually assessing the quality of our work and finding solutions in conjunction with DEN to **meet your quality expectations without compromising financial restraints**.

As part of our CQI program, we would invite your staff to participate in a future "Quality Day." Quality Day occurs annually and is a time when the entire firm focuses on CQI and ways we can improve our quality both technically and through our client service.

"Bidding" the Project

Kimley-Horn's commitment to quality goes beyond our established QA/QC processes for each task. We will 'bid' each task at the 60%, 90%, and final submissions. Our subconsultant **Connico** will review our submittals and create a cost estimate similar to how a contractor would bid a project. This allows the team to identify potential gaps in the design and address issues that could impact construction costs from the contractor standpoint. This process has proven successful at airports like DTW, Indianapolis International Airport (IND), and PHX by helping maintain accurate construction cost estimates. By applying this approach at DEN, we will keep stakeholders consistently informed and minimize cost-related surprises.

Strategies to Minimize Errors and Re-Work

At Kimley-Horn, our commitment to exceptional client service and high-quality project delivery is demonstrated through our comprehensive approach to quality control and error minimization. To help DEN meet the project budget without compromising quality, we start with meticulous project planning and scoping. This involves detailed initial preparation to understand the project requirements thoroughly, ensuring scope clarity to prevent scope creep and manage client expectations effectively.

Our rigorous quality control processes include a **robust internal peer review system** where experienced professionals review project documents at various stages, coupled with **tailored QA/QC plans** that involve regular audits and reviews. We leverage advanced technology such as Building Information Modeling (BIM) and 3D modeling to ensure precision in design and facilitate clash detection, thereby minimizing errors and reducing re-work. Additionally, our use of automation tools in design and drafting processes enhances accuracy and efficiency.

Our team is comprised of skilled professionals who bring extensive experience and meticulous attention to detail, further supported by ongoing training to stay abreast of the latest industry standards and best practices. Effective communication and coordination are central to our approach, with regular updates and meetings to ensure alignment among all project stakeholders and a collaborative integration of all project components.

We proactively identify and resolve potential issues early in the project lifecycle to prevent them from escalating and conduct post-project evaluations to capture lessons learned for continuous improvement. Through these strategies, Kimley-Horn ensures cost-effective project delivery while maintaining the highest standards of quality, thereby helping DEN achieve its project objectives successfully.

RFP No. 202580614 // September 18, 2025

Subconsultant Alignment with QA/QC Philosophy

Our subconsultants are fully integrated into our QA/QC and cost control processes. They are required to follow the same standards, participate in milestone reviews, and use our project management tools such as Microsoft Project and Costpoint. We conduct joint QA/QC reviews and coordination meetings to ensure alignment with our quality expectations and DEN's goals. This provides consistency, minimizes rework, and reinforces our shared commitment to delivering high-quality, cost-effective outcomes.

Right Sizing the Team

Right Sizing the Team

Our right-sizing process begins with a task-specific assessment of scope, complexity, and required expertise. We then match staff—internal and subconsultant—based on technical fit and availability. Using our Castaheads tool, described further on the following page, we forecast workload and adjust staffing dynamically to avoid over- or under-resourcing. This allows us to staff each task efficiently and cost-effectively.

Additionally, our approach to “right sizing” the team includes several key steps:

- **Skill Matching:** We carefully match team members' skills and experience to the project's needs. This ensures that each task is handled by professionals with the relevant expertise, leading to efficient and high-quality outcomes.
- **Flexibility and Scalability:** Our approach is flexible and scalable, allowing us to adjust team size as the project progresses. We can quickly scale up or down based on project demands, ensuring that we remain responsive to any changes or challenges that arise.
- **Collaboration and Communication:** We emphasize strong collaboration and communication within the team, including with our subconsultants. Regular meetings and updates ensure that everyone is aligned with the project's goals and can address any issues promptly.
- **Continuous Evaluation:** Throughout the project, we continuously evaluate team performance and resource utilization. This allows us to make necessary adjustments to maintain efficiency and effectiveness.

By implementing this structured approach, Kimley-Horn ensures that each project task is supported by the right team, leading to successful project delivery and client satisfaction.

Optimizing Expertise and Capabilities

Kimley-Horn's approach begins with a comprehensive understanding of the project's goals, including improving safety, enhancing system functionality, and ensuring environmental sustainability, all in alignment with DEN's Vision 100 and Operation 2045 strategic guiding principles. We carefully select team members with the specific skills and experience required for each task, ensuring high-quality and efficient outcomes. Project Manager Mike Witiw, Deputy Project Managers Jerry Haliw, Dana Davison, and Chris Hopkins, and QA/QC Manager Kory Andryscik are in constant coordination to provide DEN with staff who have adequate availability and relevant expertise.

Castaheads

One of the ways Kimley-Horn tracks capacity and ensures the proper resources are dedicated to specific projects is using a proactive, proprietary management system known as Castaheads. Castaheads detail every project's personnel needs, and staff availability, and help ensure that the project team is committed to completing the various assignments. Internal production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads.

Castaheads track real-time effort to define specific staffing needs, helping us ensure that sufficient staff and hours are available to meet project schedules. Work overloads or shortages for specific personnel, individual offices, and disciplines are tabulated and addressed. Where possible, these imbalances are resolved through internal shifts of personnel between offices. The objective is to balance the workload in a manner that maximizes the use of production staff, while helping to ensure that all project requirements and client deadlines are met. This proactive internal system gives us an in-depth understanding of our capacity and both short- and long-term personnel commitments.

RFP No. 202580614 // September 18, 2025

Shifting

As a 100% privately-held, employee-owned firm, collaboration across our offices and in-house disciplines is a foundational aspect of the firm's business operations, ensuring an unparalleled level of efficiency and collaboration. Without needing to jump through corporate hoops that create conflict, your trusted project managers and key points of contact have the freedom to access and draw upon this deep bench of qualified professionals, "shifting" personnel and resources as projects demand at no additional cost or schedule delay to you.

Shifting refers to Kimley-Horn's ability to use resources throughout the firm to work on client projects. Our clients benefit from shifting because they are able to receive the full strength and experience of our firm no matter where someone "sits." Separate Kimley-Horn teams never compete for a project. Instead, we combine staff from various locations to make the best team for the you. Through shifting, we are able to select resources and talents that best meet our clients' needs. At times, this allows us to make commitments to clients that our competition cannot—because we are confident we have resources, via shifts, to meet them. Project managers can feel empowered when making these commitments, knowing that the full firm is there for support.

Compliance with MWBE Goal

Our team is structured to exceed DEN's 21% MWBE goal. All subconsultants, except Pinyon, Swanson Rink, and Triunity, are certified MWBE firms and hold meaningful roles in project delivery. We support their success through mentorship, access to project tools, and inclusion in QA/QC and decision-making processes. By engaging these MWBE subconsultants, we not only comply with the MWBE goal but also leverage their unique expertise and perspectives to enhance the overall quality and effectiveness of our project delivery. **More detail about our partnership with MWBE firms is located in our DEN Equity, Diversity, and Inclusion Section on page I.**

Managing Subconsultants

Kimley-Horn views our subconsultants as true partners. From project initiation, we establish a unified team culture through joint kickoff meetings, shared QA/QC protocols, and collaborative planning sessions. We use common platforms for document sharing, scheduling, and milestone tracking to ensure transparency and alignment across all firms. This consistent communication from project conception through completion allows our subconsultants to have a complete understanding of expectations.

For day-to-day management, we coordinate regularly with our subconsultants to verify that they are using the latest standards and providing the required data to client standards. Project Manager Mike Witiw and each subconsultant project manager will discuss the project and the intent of the required information so that the subconsultant understands what the information will be used for. Our quality control process for their work includes field checks of the provided information and CAD checks for styles and completeness. For each task order, subconsultants will provide us with a draft version of all deliverables and the Kimley-Horn project manager and QA/QC manager will provide a complete review before providing any milestone deliveries to you.

We foster cohesion through consistent communication and shared accountability. Subconsultants are included in weekly coordination meetings, milestone reviews, and QA/QC discussions. Project Manager Mike Witiw and each subconsultant lead meet regularly to clarify expectations, review deliverables, and ensure alignment with DEN's standards and goals.

SECTION 2

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

RFP No. 202580614 // September 18, 2025

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

Kimley-Horn is committed to DEN's strategic priority of increasing MWBE business opportunities and **our team will exceed the 21% MWBE goal established for this contract.** As evidence of our commitment to mentoring and supporting MWBE firms, **we have included 12 firms on our team that qualify as MWBE with CCD.** Kimley-Horn and our proposed team have extensive experience leading projects and contracts that contain multiple MWBE firms. This direct experience means that MWBE team members will be engaged throughout the duration of this contract, serving as vital team members. Our Commitment to MWBE Participation form is located in the Appendix at the end of our qualifications.

Like other firms and agencies, we are working to comply with the recent Executive Orders regarding this topic. Our responses reflect these efforts to be compliant with the relevant Executive Orders.

Equity, Diversity and Inclusion Strategies

Kimley-Horn uses a combination of reviewing skill set, experience, and availability of all employees throughout the firm to assemble project teams. At every level of experience, team members receive training and mentorship to provide a road map for career success and advancement. Project managers work with every level of staff to align task assignments with career development paths and support the needs of our clients. We also encourage staff to be engaged in the communities where they work and live so that our teams reflect the clients and communities we serve.

Many contracts have defined goals for MWBE involvement. When forming project teams, Kimley-Horn holds numerous phone and video meetings with certified MWBE firms. Our leaders explain our firm culture and expectations to our teaming partners, making it clear we would like to build long-standing relationships. To integrate qualified and certified MWBE firms, we are intentional regarding the selection of each firm as to what element of work they would lead. We often include qualified and certified MWBE subconsultants that provide more than one specialty, further enabling us to use these firms for a wider variety of projects and expanded roles.

Our strategic model for integrating required qualified and certified MWBE firms include:

- Spending time with MWBE firms learning their skills, aspirations, and capacity to fully understand their capabilities as well as items with which they may need assistance. We strive to place them in a position to succeed and challenge them to take on new responsibilities aligned with their goals and qualifications.
- Assigning a teammate to hold regular check-ins with the MWBE firm to discuss the project and help with business operations (invoices, progress reports, etc.).
- Holding ourselves accountable to the contractual role, fee, and leadership assigned to the MWBE.
- Scheduling a meeting where both Kimley-Horn and the subconsultant can learn from the experience working together by addressing questions such as: What went well? What could have gone better? Are there ways this experience could help advance their business goals for growth?
- Sharing our experience with the MWBE with internal and external partners to help increase the volume of their workload. We close the project with a sincere offer to be available as a business resource as well as a reference.

RFP No. 202580614 // September 18, 2025

Technical Assistance & Support Services

Kimley-Horn regularly offers technical, financial, and mentorship support services to MWBE firms in order to ensure that we provide the opportunity for our MWBE partners to grow and move forward according to their own goals. In communicating with our MWBE partners and gathering feedback to be utilized moving forward, a few of the key elements we incorporate into our technical assistance and support services include:

- **Early Payment.** We are committed to paying invoices to MWBE firms ahead of being paid by the client to help the firms maintain positive cash flow, as this is one item we hear frequently that is key to their viability. If early payment is not possible, they will still abide by the requirements of the Prompt Pay regulation.
- **Accounting Support.** We provide accounting assistance to firms, including what to include on invoices, progress reports, and any required back-up. We are committed to providing opportunities that last the full length of the contract and beyond, and we are always looking for ways to provide sustained backlog for MWBE firms to achieve their business goals.
- **Inclusion in Client-Facing Meetings.** This allows our MWBE partner firms to share their experience and expertise and present their materials and develop relationships with all team members and DEN staff.
- **Providing Business Practice and Technical Consulting Services.** This allows our MWBE partners to discuss various business processes with Kimley-Horn staff on topics such as business development, staff scheduling/forecasting, and invoicing best practices.

Procurement Process

Kimley-Horn actively seeks to be an organization that hires the best and brightest staff of all backgrounds. To ensure our employment practices are free of discrimination, we prepare a written Affirmative Action Plan annually to help us assess and evaluate our employment of individuals in various demographics. Our hiring goals, evaluated for effectiveness every year, are continuously met through proactive outreach to increase the number of qualified applicants and through engaging in action-oriented programs designed to ensure equal opportunities.

It is Kimley-Horn's policy to provide fair and equal treatment of all current and prospective employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, marital status, national origin, qualified disability, medical condition, protected veteran status, or any other reason under applicable federal, state, or local laws. Our commitment to fairness involves equal opportunities in all areas of employment, including recruitment, selection, job changes, promotions, terminations, wages or other forms of compensation, benefits, training, and other privileges, terms, and conditions of employment. Kimley-Horn commits to comply with all relevant various federal, state, and local governmental regulations regarding employment.

Some of the measures we have taken to further our commitment to being an open organization and promoting an inclusive workplace include:

- Posting open positions on local, regional, and national job boards that reach out to qualified individuals of all demographic backgrounds.
- Building strong relationships with various professional associations that encompass the most qualified professionals for different engineering consulting disciplines. We are proud to note that have been recognized as "Employer of the Year" by several different organization chapters, and have our employees participate in panels and hold leadership positions within these organizations.
- Revising our firmwide approach regularly to eliminate barriers to variety in our recruitment and retention policies; support STEM education; and create an emotionally safe workplace.
- Developing and continued investment in Employee Resource Groups (ERGs) for staff from a variety of backgrounds that provide resources, support, and development for individuals in the workplace. ERGs are open to all employees on an equal basis.

RFP No. 202580614 // September 18, 2025

Communication and Proposer Management

As Project Manager, Mike will serve as our MWBE partners' single point of contact to work with during the duration of this contract. Mike offers personal relationships with most of our MWBE partners and continues to prioritize building his personal roster of teaming partners so that they can continue to advocate for and support historically underutilized businesses. He will be responsible for staying in regular contact with all MWBE firms so that they can communicate availability, capacity, and other similar work elements for task order assignments. Additionally, Tracy Zhai will serve as our contract compliance officer. Tracy will be responsible for using our internal contract management system to track the project costs for this contract and stay up-to-date on coordinating invoicing and payments to all of our MWBE partners. Subconsultants will be involved in all progress meetings, as needed, to ensure that they are aware of critical information as it relates to project status, budget, and schedule. As part of our ongoing training initiatives, we are able to partner with each subconsultant firm and offer instruction for best business practices, project management approach, industry methodologies, and other valuable insights both technical and business related. Because of our strong national resources, we can provide and host necessary trainings on an as-needed basis.

Kimley-Horn takes effort to ensure a safe and productive work environment for our MWBE partners by implementing safety guidance, document management, and establishing performance expectations. We understand that in many cases, great work begins with establishing sound preventative measures. We set expectations to help ensure that employees meet internal and external standards and fulfill their duties in a timely and accurate manner.

As part of our effort to ensure that disputes are effectively and efficiently managed, we utilize a system called the escalation ladder that outlines how to address and resolve conflicts between employees and our partners. This typically begins with informal conversations between the parties involved to try and come to an amicable solution. If the informal conversations fail, the ladder then progresses to mediation stage, which is facilitated by a third party, usually a senior level partner who can offer guidance and support as needed.

This approach helps to ensure employees are able to work through their differences in a respectful and professional manner, and that the company is able to maintain healthy working relationships. Through a system of these checks and balances, we are able to continue offering our experience and expertise to our clients and partners.

Kimley-Horn is committed to providing timely and accurate information to the Division of Small Business Opportunity (DSBO), regardless of the size or nature of the information. To ensure immediate and up-to-date information is available, Kimley-Horn maintains an overall tracking spreadsheet that lists all firms on our master contract, current task orders and subcontracts, and contract summaries with percentages of current participation. We also include potential future task orders with MWBE opportunities to track total contract commitments.

Past Performance

Several of our previously utilized MWBE firms have outgrown their MWBE status, in large part, due to our mentorship program, which is a testament to our past performance in this area. Kimley-Horn has been successful in promoting equity, diversity, and inclusion through the use of our developed mentor-protégé program, which includes providing technical assistance and consulting services, regular meetings to understand goals, and providing leadership opportunities for our MWBE partners. We are proud that we have supported several firms who have outgrown the mentor-protégé MWBE program.

Additionally, Kimley-Horn has promoted our inclusive and equitable values to both our MWBE subconsultant partners and our served communities by fostering an environment of transparent communication and dedication. Firms that have graduated from their MWBE status through our partnership and mentorship include Pinyon Environmental, Harris-Kocher-Smith, and Kumar and Associates.

RFP No. 202580614 // September 18, 2025

Our team is committed to meeting or exceeding the MWBE participation goal set by DEN. **In the table below, we have highlighted projects in which we have met or exceed contract MWBE participation goals.**

Project Name	MWBE Firm/Service Provided	Project Goal	Actual Utilization of MWBE Firm
DEN, Tower Road Snow Staging Site Access Roads	Yeh & Associates*/Geotechnical	12%	16%
DEN, Recycle Yard Investigation	ArLand/Business Modeling	18%	21%
DEN, Pond 2M7	Dig Studio/Landscape Architecture Pinyon*/Environmental Harris Kocher Smith*/Survey 105 West, Inc./Survey Triax Engineering/Geotechnical Diversified Underground/SUE	12%	30%
CCD, Santa Fe Streetscape Design	Calderon/Public Engagement Dig Studio/Urban Design Yeh & Associates*/Geotechnical Triunity Engineering*/SUE Ridgeview Data Collection/Traffic Counts	25%	37%
CCD, South Broadway Multimodal Transportation Design	ArLand/Business Modeling Dig Studio/Landscape Harris Kocher Smith*/Survey Pinyon*/Environmental Ridgeview Data Collection/Traffic Counts Triax Engineering/ Geotechnical	20%	22%

**MWBE at the time of project completion*

Proposer's Culture

Company Policy and Programs that Advance Equity, Diversity, and Inclusion Priorities

Consistent with our culture, Kimley-Horn is committed to an environment where opportunities for all are embraced, valued, and celebrated. We want our employees to feel connected and empowered in their careers and in service to our clients and communities. By recruiting, mentoring, developing, and retaining staff at all levels, we can fuel innovation and increase our competitive advantage within the marketplace.

For nearly two decades, Kimley-Horn has been recognized as one of FORTUNE's 100 Best Companies to Work For. In fact, Kimley-Horn stands alone as the only planning and design consulting firm on this list. Consistent with our core purpose, Kimley-Horn is committed to providing an environment where all our employees can flourish. An important component of that environment is creating and sustaining a workplace where people can easily connect with each other to find common ground and build community around shared experiences. Kimley-Horn's ERGs exist to promote and foster these ideals. Our ERGs are open to all employees on an equal basis and are focused on providing a sense of belonging, mentorship and professional development opportunities for all staff.

Throughout our nearly 6 decades of operations, Kimley-Horn has strived to meet the needs of both our clients and staff. We are proud of our history of living to our core purpose and providing excellent client service while following all appropriate and applicable rules and regulations. We will continue to do so—even as the regulatory landscape changes—and partner with our clients to assist them in navigating these changes.

RFP No. 202580614 // September 18, 2025

Actions and activities of the firm in this area include the following:

- Annual firmwide review of all salary information and equity checks for a number of different demographics. If discrepancies are found, they are remedied during our annual salary adjustment process.
- Various training for our employees, including harassment training upon hire and throughout employment, Culture of Respect training, and training for new supervisors on appropriate communication.
- Posting open positions on local, regional, and national job boards that reach out to qualified individuals of all demographic backgrounds.
- Building strong relationships with various professional associations that encompass the most qualified professionals for different engineering consulting disciplines. We are proud to note that have been recognized as “Employer of the Year” by several different organization chapters, and have our employees participate in panels and hold leadership positions within these organizations.
- Revising our firmwide approach regularly to eliminate barriers to variety in our recruitment and retention policies; support STEM education; and create an emotionally safe workplace.
- Developing and continued investment in ERGs that provide resources, support, and development opportunities for members. ERG membership is open to everyone on an equal basis

Employment Practices of Recruitment and Hiring, Employee Development and Training

Diversity and inclusion make us a better consulting firm by bringing broader perspectives, different points of view, and a greater understanding of the increasingly diverse client base we serve. The STEM industry is becoming increasingly diverse, which means as industry leaders, we must be intentional about a sustained commitment to a diverse Kimley-Horn. Within our firm, this means creating and sustaining an environment where all of our employees feel they are treated fairly and equitably and that they have an equal opportunity to flourish based on their contribution. At Kimley-Horn, we believe that we can fuel innovation and increase the quality of our consulting services to our clients and communities through efforts such as:

- Recruiting a more robust workforce of qualified candidates by intentionally recruiting at a wide variety of schools and universities.
- Reducing unconscious bias in our recruiting, retention, and recognition processes by hosting internal trainings to increase awareness and empathy in our workforce.
- Funding volunteer activities that enhance STEM development with a wide variety of groups. This is achieved by our internal dedication to volunteering in our communities and financially supporting our employees’ devotion to this goal.
- Supporting internal transparency of our efforts to achieve a wider perspective. This is accomplished by providing critical updates and information at monthly and quarterly meetings.
- Developing metrics to monitor and report our effort. Our leadership teams monitor growth data through various tools and software.

Expectations of Valuing and Actively Collaborating Through Partnerships with Subcontractors and Subconsultants.

We deeply value our subconsultant partners and are committed to continuously growing these partnerships. We implement and act on the guidance provided in our equity and diversity inclusion statement and mission statement regarding subconsultant communication and collaboration. Our approach to communicating with our subconsultant partners and maintaining collaborative relationships is detailed in sections A, B, and C of our MWBE EDI Plan.

Future Initiatives

Kimley-Horn will continue to prioritize developing a workforce comprised of the best and brightest staff of all backgrounds. As we grow our firm, we will remain committed to recruiting a broad candidate pool; reducing unconscious bias in our recruiting, retention, and recognition processes; funding volunteer activities that enhance STEM development in a wide variety of groups; supporting internal transparency of our efforts; and developing metrics to monitor and report our recruiting and retention efforts.

SECTION 3

Understanding the Project

RFP No. 202580614 // September 18, 2025

UNDERSTANDING THE PROJECT

Understanding of the Scope of Work

The Kimley-Horn team is committed to providing DEN with long-term solutions to meet your airside on-call contract objectives through evaluation, planning, design, and construction administration. We have the depth of local knowledge backed by a wealth of national expertise that will best serve DEN on the 2024 On-Call Airside contract. **Our team's history of service to DEN spans from the airport's inception to present day.** Several key team members, including **Chris Hopkins, Dana Davison, Andrew Dixon, Rachael Kiser**, and others are currently working with DEN to develop effective solutions to existing infrastructure maintenance and rehabilitation needs and meet growth demands of the airport.

In 2023, DEN was the sixth busiest airport in the world and the third busiest in the United States. With most of DEN's infrastructure being constructed in the early 1990s, we understand DEN's challenges in maintaining the infrastructure while planning for and supporting rapid growth and development. Our understanding of DEN's objectives for this contract is based on reviewing the Scope of Work, discussions with DEN staff, and our team's current and previous DEN experience. With this in mind, Kimley-Horn has assembled a diverse team of professionals who possess the skills and expertise to provide detailed infrastructure inspection, insightful evaluations, and innovative and effective rehabilitation strategies and designs to optimize the value of each dollar invested. (As part of this effort, our team developed a Geographic Information Systems (GIS) interface to speed up data collection to deliver on our landside on-call task orders).

Our team has provided services at all 30 large hub airports in the US. This means we have experience mitigating impacts to airport operations and we will keep this knowledge at the forefront of design decisions and tasks. We have reviewed the scope of work provided within the RFP and confirm that the proposed project team can support DEN with any on-call task desired.

Our team can provide every service requested in the scope of work, including, but not limited to:

- | | |
|---------------------------------|--|
| ▲ Airfield Pavement Design | ▲ Geotechnical Investigations and Other Predesign Services |
| ▲ Roadway Design | ▲ Survey and Mapping |
| ▲ Bridge Design | ▲ Miscellaneous Design Services |
| ▲ Parking Facilities | ▲ Construction Phase Support Services |
| ▲ Structural Engineering Design | |

Our understanding of and experience with the services outlined in the RFP are located below and on the following pages.

Airfield Pavement Design

Kimley-Horn has extensive experience in airfield pavement design, encompassing a wide range of projects across numerous airports. Our engineers are well-versed in designing pavements that meet the rigorous standards set forth by the Federal Aviation Administration (FAA) and other relevant authorities. We employ advanced materials, innovative design techniques, and state-of-the-art technology to ensure the longevity and durability of airfield pavements. Our services include pavement evaluation, design of new pavements, rehabilitation and reconstruction of existing pavements, and development of maintenance strategies. With a commitment to exceptional client service, our team collaborates closely with stakeholders to deliver customized solutions tailored to specific project needs. Whether it is a major international airport or a regional facility, Kimley-Horn delivers high-quality and cost-effective pavement design solutions that enhance safety, performance, and operational efficiency.

Kimley-Horn Delivers at IND

At IND, Kimley-Horn was part of a joint venture that led the design and construction services for Runway 5R/23L and Taxiway D Strengthening and Capacity Enhancement. These projects were driven by increased traffic by FedEx's National Hub—its second largest air freight center. The team worked with the FAA on changes to the P-501 specification to decrease carbon footprint by ASTM C595 Type 1L cement. This project was the first ever FAA low-carbon concrete pavement project and achieved ENVISION Platinum certification.

Roadway Design

We have extensive project experience coordinating with local and federal regulatory agencies, including the Colorado Department of Transportation (CDOT) Local Agency projects and DOTI, to secure the permits and approvals necessary for the construction of roadway facilities. Our roadway improvement services include:

- ▲ Intersection improvements
- ▲ Highways and interchange design
- ▲ Bridge structure and retaining wall design
- ▲ Traffic signal and lighting
- ▲ Roadway alternatives and capacity analysis
- ▲ Signage and striping
- ▲ Drainage and erosion control

Kimley-Horn boasts significant expertise in roadway design for both the airside and landside areas of airports. On the airside, our team excels in designing taxiways, service roads, and airfield access roads, ensuring seamless and efficient movement of aircraft and ground support equipment. We prioritize safety, compliance with aviation standards, and the integration of cutting-edge technologies to enhance operational efficiency.

On the landside, our work includes designing access roads, parking facilities, and circulation systems that cater to passenger vehicles, public transportation, and service vehicles. Our designs focus on enhancing traffic flow, reducing congestion, and improving overall user experience. We also consider sustainability and future growth, incorporating flexible design elements that can adapt to evolving needs. With a customer-centered approach, Kimley-Horn collaborates closely with airport authorities and stakeholders to deliver roadway designs that support the functional and strategic goals of each airport while ensuring the highest standards of quality and safety.

Kimley-Horn Delivers at MSP

Kimley-Horn has served as MSP's landside engineer for over 20 years, serving on 400+ projects resulting in \$90M+ in fees and over \$3B in construction value.

We have prepared several traffic studies along the Peña corridor and will leverage this history and knowledge to conduct future evaluations. Our Kimley-Horn team also brings experience serving CDOT directly as well as through local agency projects. Through these efforts, our team is familiar with design standards and preparing specifications to CDOT criteria. Our team understands that DEN typically follows a CDOT process for horizontal infrastructure.

Bridge Design

Our structural engineers develop cost effective and constructible bridge designs with an in-depth attention to detail. We have provided bridge inspection services including scour evaluations for thousands of bridges nationwide, as well as preparing plans for repair, rehabilitation, and seismic retrofitting. We offer the following bridge engineering and design services:

- ▲ Structural repair and maintenance options
- ▲ Structure type and bridge widening alternatives
- ▲ Constructability
- ▲ Drainage and floodplain evaluation
- ▲ Maintenance of traffic during construction
- ▲ Environmental permitting
- ▲ Cost analysis and material availability assessment

RFP No. 202580614 // September 18, 2025

Bridges and structures are a critical component of DEN’s infrastructure, and we understand the importance of maintaining and improving these structures with minimal impact to DEN operations. Should the need arise, the Kimley-Horn team has the flexibility and availability to rapidly respond to any emergency or non-emergency project that DEN may require. Our senior bridge engineering experts, **Amy Backel and Dave Leistiko**, along with our certified bridge inspectors, are experienced with the Federal Highway Administration (FHWA) and National Bridge Inventory (NBI) requirements and can provide verified assessments for bridges of all types, spans, and sizes. Their extensive field experience means they fully understand whether an observed symptom of distress should be considered a critical issue in need of immediate repair or a deferred maintenance repair.

Parking Facilities

Kimley-Horn brings extensive experience in designing and evaluating parking facilities tailored to the unique demands of airport environments like DEN. Our team will assess parking demands and functionality across DEN’s parking structures and surface lots, including both public and fleet-use areas. With Bryce Christensen—a national leader in electric vehicle (EV) infrastructure—on our team, we offer deep expertise in EV stall design and strategic placement. Bryce previously led an EV study for DEN, helping identify optimal locations for future EV charging stations to support the airport’s transition to sustainable transportation. Our past work at DEN includes the Pikes Peak Parking Lot Rehabilitation, East Infield Parking Lot, and East Employee Parking Lot Reconstruction, which improved stormwater management, snow storage, and Americans with Disabilities Act (ADA) accessibility.

Our approach to parking design emphasizes user-friendly layouts with efficient ingress, egress, and wayfinding systems to ensure quick access and easy navigation. We prioritize consistency with existing facilities while integrating aviation industry best practices and emerging technologies, such as EV charging and parking guidance systems. Pedestrian connectivity is also a key focus, with designs that enhance mobility and access across airport parking areas. Additionally, we offer maintenance services that include visual and photographic surveys, non-destructive testing, and detailed repair plans with cost estimates. Our expertise extends to revenue optimization, helping airports enhance or replace parking revenue systems to reduce operating costs and increase income—often uncovering new revenue opportunities while also lowering emissions through improved operations.

Structural Engineering Design

The Kimley-Horn team has completed structural design on project elements on hundreds of airfield projects. Focus for this contract will be on the aircraft loading on utility structures as well as drainage facility design. Our structural staff is well versed in FAA design criteria and understand the required structural details such as ensuring aircraft rated structures all receive bolted lids or grates. **Structural Lead Christine Herrick** has provided services for multiple airports throughout her career.

Geotechnical Investigations and Other Predesign Services

Kimley-Horn, along with subconsultants Granite Engineering Group (GEG) and Yeh & Associates (Yeh), will develop a sampling and testing program to address specific site conditions to aid in the investigation and design phase of each project. Our geotechnical subconsultants will review recorded geotechnical information and then lay out pavement cores and geotechnical boring locations to be approved by DEN prior to drilling. Our partners have recent experience with the repairs of concrete pavements and premature failures at DEN and have created a “lessons learned” basis for new pavements at DEN.

Survey and Mapping

Accurate horizontal and vertical surveys are vital to the quality of the construction documents and cost control. Kimley-Horn team members are experienced with the required surveying procedures necessary to ensure the proper information is gathered during field surveys so the design team can investigate and properly design facilities at DEN.

RFP No. 202580614 // September 18, 2025

Kimley-Horn, alongside subconsultant 105 West, will conduct detailed site surveys that follow the FAA guidelines specified in ACs 150/5300-16, -17, and -18, and use DEN's established control network. Items that can be identified will be provided for final as-built surveys for inclusion into the FAA Airport GIS (AGIS) web portal if required and DEN's building information model (BIM).

Surveys will include physical features, ground elevations, limits of pavement, existing structures, drainage systems, fencing, existing lighting and signing, and all known utilities as appropriate for each project. Surveys will cover the entire project area and will be tied into other surveys previously completed in adjacent areas. If necessary, new permanent control points will be established and all temporary and permanent control points will be referenced to the National Geodetic Survey (NGS) Coordinate System (NAD83) and the 1988 North American Vertical Datum (NVGD).

Miscellaneous Design Services

Drainage Engineering and Surface Water Management

Kimley-Horn has vast experience designing airport drainage facilities that satisfy the FAA's Airport Drainage Design Advisory Circular (AC) 150/5320-5D requirements and minimize the risk for wildlife hazards. We understand the importance of complying with water quality and stormwater sediment control requirements from both the practical and regulatory standpoints.

We understand that avoiding animal strikes is critical, and wildlife hazard mitigation has become a focus for the FAA over the past several years. The Kimley-Horn team is sensitive to wildlife mitigation around airport stormwater facilities. One of our creative solutions implemented at DEN was the articulated block detention pond at the Tower Road snow staging area. This pond has a maintainable granular bottom that reduces standing water detention time, allows for facility movement without damage, and facilitates ease of maintenance. Kimley-Horn also coordinated approval for this non-standard detention pond facility with CCD Stormwater Management.

Kimley-Horn also partnered with DEN to develop a Water Quality Master Plan (WQMP). While developing this plan, we met with DEN stakeholders both internally and externally to develop action items for many of DEN's water quality facilities. The WQMP consisted of 53 square miles in eight regional watersheds and multiple jurisdictions. The study's goal was to enable DEN to comply with the CCD's Municipal Separate Storm Sewer System (MS4) permit while still meeting FAA criteria for wildlife hazard mitigation.

For each project, we will meet with DEN to determine if consideration should be given to areas upstream or downstream of the project area. Also, we will identify repairs or improvements that might be needed for existing facilities that are not performing as intended. Permitting will include submittals to CCD Stormwater Management through coordination with DEN staff. The design team will develop a construction stormwater management plan (SWMP). This plan will be submitted for review during the design process so that all agencies will have adequate time to complete reviews. Our environmental experts will coordinate all project National Environmental Policy Act (NEPA) requirements with DEN's environmental staff.

Kimley-Horn has shown commitment to DEN's long-term success, we have been pleased to partner with DEN on the development of two major planning studies to guide DEN's stormwater management: the Water Quality Master Plan (WQMP) and the DEN Stormwater Conditions Assessment (SWCA). The SWCA assisted DEN in locating and evaluating approximately 4,000 landside stormwater structures, as well as evaluating its physical and hydraulic features. Ultimately this resulted in the delivery of a robust GIS map of the infrastructure, accompanied by a series of heat maps showing the areas of concern, with a listing of priority projects to assist DEN in improving the most critical needs first. These two master plans exemplify great coordination and collaboration with DEN and Kimley-Horn to set the course for a successful future in DEN surface water management.

Kimley-Horn and 105 West

Kimley-Horn and 105 West have built a trusted partnership over more than a decade, working side-by-side on numerous successful projects across Colorado. Our teams are currently collaborating on multiple active engagements, which means DEN will benefit from a cohesive, well-integrated team that knows each other's workflows, communicates seamlessly, and delivers efficiently.

RFP No. 202580614 // September 18, 2025

Water/Wastewater

Kimley-Horn has extensive experience in providing water and wastewater solutions for airports, addressing both airside and landside needs. On the airside, our expertise includes designing and implementing systems for stormwater management, ensuring compliance with environmental regulations and keeping runways and taxiways clear of excess water. We also focus on wastewater treatment and disposal systems essential for maintaining airfield health and safety standards.

On the landside, our services encompass the design and construction of potable water distribution systems, sanitary sewers, and wastewater treatment facilities that support passenger terminals, administrative buildings, and other airport-related structures. We prioritize sustainability by integrating green infrastructure and water conservation measures into our designs. Kimley-Horn works closely with airport authorities to develop comprehensive water and wastewater management plans that accommodate current needs and anticipate future growth. With our commitment to exceptional client service, we deliver solutions that ensure reliable and efficient water and wastewater systems, contributing to the smooth operation and environmental stewardship of airports.

Water/Wastewater Services at DEN

Kimley-Horn has contracted more than \$1.5 million in design and engineering service projects with DEN, including, de-icing, water, and wastewater improvements. These efforts have included tasks under both the current DEN Landside and Airside Engineering Services contracts.

Construction Phase Support Services

Construction on the airfield requires a heightened sense of awareness due to the operational environment. The Kimley-Horn team supports construction administration (CA) and resident observation services on airports across the nation. Our understanding of this contract is that we will provide CA support on design and that DEN's program management team will provide the resident observation services. The Kimley-Horn team can provide both as needed by DEN. Our approach to construction on the airfield is to foster a collaborative working relationship with subcontractors, owners, and engineers. This approach improves quality, creates a better working atmosphere, and a timelier completion of construction. Jerry and our team bring much recent experience from the runway reconstruction and airfield improvements at Norfolk International Airport (NFK) and Aspen (ASE).

Complexity, Challenges, and Problems

Kimley-Horn maintains a long standing track record of delivering projects on schedule, on time, and within budget. Schedule and budget are of the utmost importance, and we want to ensure that DEN receives top quality without compromising your budget. Therefore, a clear understanding of the goals and objectives for each project and brainstorming opportunities to reduce costs or provide added value are integral to our service philosophy. **Kimley-Horn offers strategic thinking to arrive at a solution that cost-effectively meets both immediate and long-term needs. Our experience serving all 30 large hub airports coupled with our local knowledge and partnership with trusted subconsultant partners are true benefits to DEN.** The appropriate balance between proven solutions and innovation will vary for every project. Kimley-Horn's core team of engineers, planners, modelers, designers, and environmental scientists work side-by-side to provide cohesive understanding of function, operation, aesthetics, and cost, allowing us to inform you of possible solutions and consequences so you can make sound decisions about your projects. Kimley-Horn also proposes to conduct a quality workshop in conjunction with project initiation. The purpose of this workshop is to bring in the larger group of all key stakeholders to inform them of the project and clearly define what constitutes success. This workshop also allows team members the opportunity to define potential pitfalls to avoid as the project moves forward. These meetings will be recorded and minutes will be prepared, distributed, and finalized, and results incorporated into the project.

RFP No. 202580614 // September 18, 2025

Kimley-Horn has a heightened sensitivity to and vast experience dealing with a wide range of key issues that could be encountered during a project at a large hub airport. These key issues could be funding related (timing to amounts available), schedule related (environmental clearances to expedite design or construction season constraints), phasing and operation impacts (no or minimal closures), new carriers, and more. Just as we address problems, we approach key issues with open and honest communication. Our team understands that there are key issues that may need to be communicated to a much smaller group (DEN and the design team) until there is consensus on a path forward. Starting with a smaller group will allow a consolidated and constant approach to some key issues, which can be expanded on and shared with other stakeholders as the project moves forward.

Establishing key issues stems from fully understanding a project's circumstances. For example, maybe there are restrictions on closing a runway or certain taxiway intersections. Understanding these key issues/constraints may not change the design approach, but they will have an impact on how we approach other aspects of a project, such as the construction safety phasing plan, schedule, operations, materials specified, and overall construction cost. Once we have a full understanding, we can work with DEN to keep key issues at the forefront as we work through the design and construction of a project. As with many aspects of a project, that key issue and our approach are susceptible to adjustments, if needed. Kimley-Horn understands the importance of staying flexible should the key issues on a project change.

Kimley-Horn has seen a countless number of focus points for our projects at large hub airports. We understand that every airport and every project is different, so, while we bring experience and lessons learned with all types of projects across the US, we must approach each new key issue with a clean slate and look at all possible options.

Approaches, Philosophy, and Experience

Problems can occur on projects due to many circumstances. Kimley-Horn will partner with DEN to be proactive and get in front of issues early. We strive to stay ahead of the curve by close and frequent interaction and coordination with DEN staff to elicit feedback and monitor design details. QA/QC Manager Kory Andryscik will ensure all projects go through an intensive and thorough QA/QC program. Each project will be reviewed for conformance to design standards and constructability. Problems can also arise when owners and stakeholders are not adequately informed by their consultant of project complexities and challenges. We have found that disseminating information is vital to project success as well as getting buy-in from the stakeholders. We adhere to the "early and often" philosophy in establishing and maintaining a line of communication for interested parties. If a problem occurs, our team will determine who has the authority to address and fix the problem at the onset of the project or when the issue is identified.

Kimley-Horn strives to have perfect projects; however, problems/challenges can, and will, arise. **In these cases the solution is not about the original plan/design, but rather how we respond to challenge.** These problems may range from small concerns to large scale changes and can be due to many different circumstances (budget constraints, unforeseen conditions in the field, survey/design busts, quantities, materials, new FAA standards, modification of standards, and unexpected utility outages to name a few). **No matter what has led to a problem, our team will always follow the same philosophy.**

As soon as we are made aware of a situation, we will address it head on. **We will immediately communicate with the project team, which will always include DEN, and could include subconsultants and other key team members as well.** We will look at the cause and impact of the situation, and focus on solutions instead of pointing fingers or assigning blame. We may need to address a situation immediately by providing a temporary solution. For example, imagine a utility line is cut/disrupted during construction or a utility switchover. Once we have a full understanding of the situation, we can work with the team to identify the best route forward for DEN and the project. **Our team will lean on our experiences and lessons learned from other projects to find the best and most economical solution to a problem.** If/when needed we can also use our relationships with agencies, consultants, suppliers, contractors, and the FAA to help address any situation that may arise. Once we have fully understood the situation, decided on a path forward, come to a resolution, and moved beyond the problem, we will conduct lessons learned and put new measures in place that may be required to ensure that the same problem does not repeat itself.

RFP No. 202580614 // September 18, 2025

Knowledge of FAA

Kimley-Horn has a level and breadth of experience with the FAA that few consultants can provide. We have gained and continue grow this knowledge through our experiences and interactions working with our clients, including every large hub airport in the US, and the FAA. **In addition to our knowledge gained from these experiences and our expertise with funding, policies, processes, both local and national personnel, and modification of standards (MOS), we are also very familiar with the FAA Reimbursable Agreement (RA) process and equally adept at keeping that process moving forward.** Issues, knowledge, and skill sets include, but are not limited to:

- A thorough understanding of how the FAA funding process works, the types of funds available, timing, and most importantly, how best to compete for limited available funding.
- Significant experience with the evaluation, siting, procurement, and installation of Navigational Aid Systems (NAVAIDS) including, where appropriate, the RA process with the FAA. This experience also includes a basic understanding of Terminal Instrument Procedures (TERPs) and a working relationship with the FAA.
- Substantial experience and knowledge of the Advisory Circular system and associated requirements as they relate, but are not limited to, airport design and construction standards.
- Significant experience with operational issues associated with airfield safety, runway incursions, and FAR Part 139 requirements.
- A thorough understanding of the airspace evaluation process, particularly as it relates to the construction of new facilities (7460's and 7480's).
- In-depth knowledge of the NEPA and other environmental issues related to airport development and project implementation.

SECTION 4

Proposed Work Plan and Approach

RFP No. 202580614 // September 18, 2025

PROPOSED WORK PLAN AND APPROACH

Completing Work on Schedule

Key event schedules are driven by funding timing; DEN operational requirements; seasonal construction timing; subconsultant lead times; agency submittal requirements; agency review turnaround windows; internal quality reviews; and staffing availability. Successful project schedules are developed that adapt all these limitations. Key project milestones are developed with client; subconsultant; agency; and staffing input.

The established key event schedule is shared with the team and expectations established. Project discipline elements are assigned to team members and overall design is coordinated. Progress is monitored weekly and adjustments to staffing are made to increase or decrease design effort. Project completion progress is reviewed at each major submittal milestone and is gauged by quality and constructability reviews.

Kimley-Horn completes workload planning on a team and office level each week to address individual project needs or changes. Our strategies to maintaining schedule and avoiding slippage include:

- Establish project milestones from the beginning of each assignment.
- Monitor the schedule against the progress made.
- Maintain a project issues log to record key issues and decisions that must be resolved to stay on schedule.
- Communicate critical decision dates early so appropriate priority can be assigned to resolve affected issues.
- Apply additional resources to accelerate tasks should we fall behind schedule.

One advantage of the Kimley-Horn team is that we have ample discipline-specific resources to make up lost time.

Coordinating with Entities with Overlapping Work

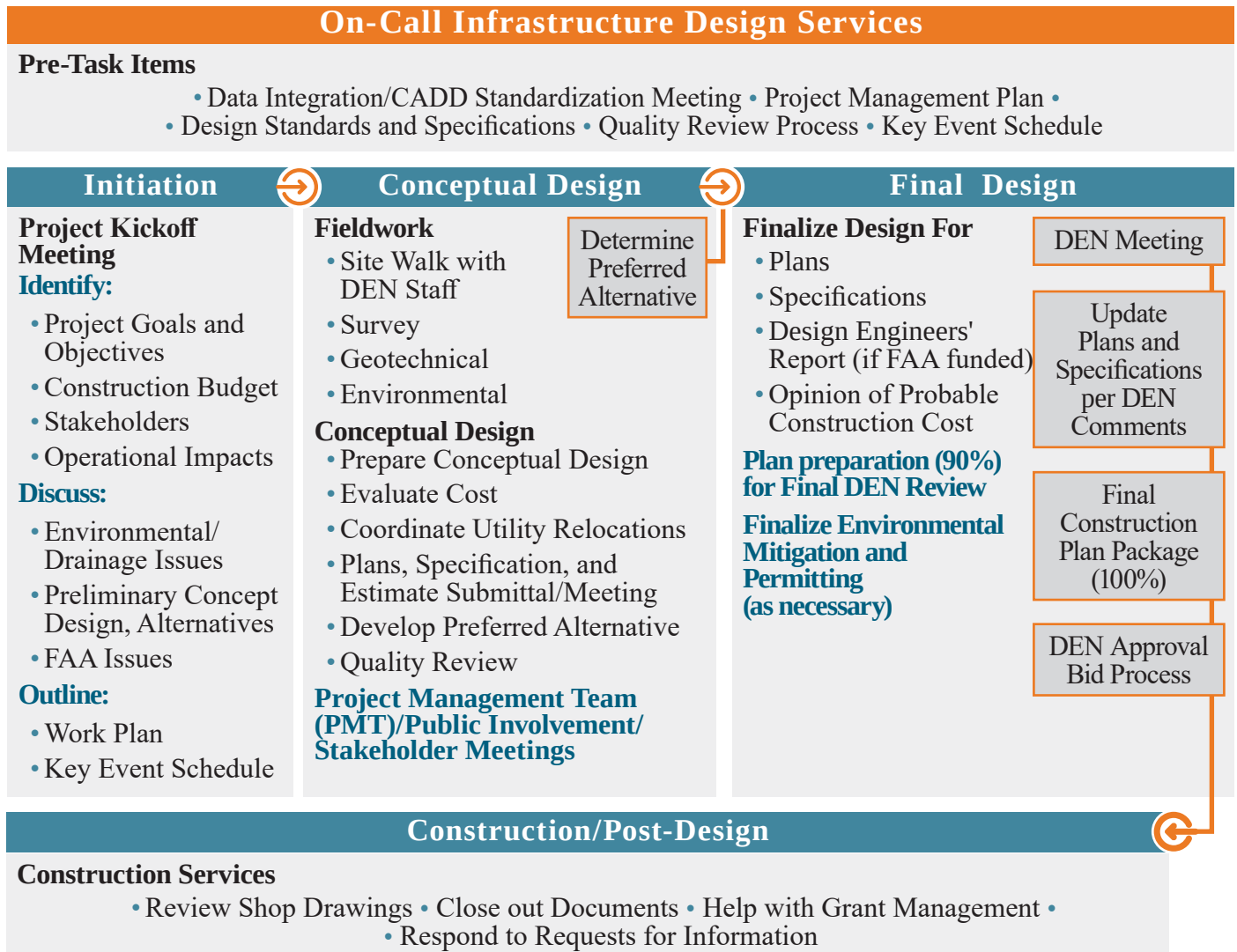
On recent projects with DEN, Kimley-Horn successfully navigated the challenge of coordinating with multiple entities that held overlapping responsibilities and interests. For example, in the Second Creek District Water System project, DEN served as the client, Denver Water was the future owner, a private developer led construction, and additional input was required from DOTI, Aurora Water, and numerous dry utilities. In addition, coordination was required with the Pena Boulevard roadway team and future Picadilly Road corridor to ensure that waterline alignments would not conflict with existing or planned transportation improvements. We acted as the central point of coordination, aligning priorities and clarifying areas of jurisdictional overlap. Our team took ownership of communication and documentation to keep stakeholders aligned. This included frequent meetings, dedicated coordination emails, and the development of tools such as a utility matrix and a dry utility coordination memo that tracked decisions, responsibilities, and approvals. By taking a proactive role in this process, we minimized design conflicts and developed a set of plans that were fully coordinated across all parties. We will bring the same hands-on coordination approach to this assignment. By anticipating points of overlap, documenting key decisions, and maintaining clear communication channels, Kimley-Horn will help DEN and partner agencies stay aligned and prepared for a smooth transition from design through construction.

RFP No. 202580614 // September 18, 2025

Project Management Approach

Kimley-Horn's approach to managing projects begins with establishing an experienced team that aligns with DEN's project goals and past experience with DEN. Our local Project Manager Mike Witiw, and Deputy Project Managers Jerry Haliw, Dana Davison, and Chris Hopkins, will tailor our team to meet the goals established for any given task DEN provides Kimley-Horn. The team will work with DEN to define project parameters and limitations. As the project progresses, conceptual design will be completed, and agency coordination requirements determined. The team will drive the design through each milestone submittal to final deliverables for DEN's bidding process. This process is outlined on the roadmap below:

Figure 1. Key Event Schedule Roadmap



RFP No. 202580614 // September 18, 2025

Approach to On-Call Tasks

Our team will work with you on each project to tailor an approach that meets each project's needs. First, we will gain a thorough understanding of DEN's objectives and will work with your staff to obtain and review existing information. Prior to being assigned a task order, we will coordinate with DEN to prepare a Project Management Plan and work on CADD standardization and data integration.

Additionally, Jerry and our team will tailor each project's scope of work specifically to the needs of the individual project and of DEN. Our familiarity with local standards and regulatory agencies helps us determine what will be necessary to assist the DEN with each task order. We will approach each project in the same diligent and comprehensive manner including: scope of work review and understanding, data collection and review, kick-off meeting, site visit with city staff, evaluation of existing conditions, project evaluation and innovation, concept layouts and reports, interim site walk and review concept layout of study findings, response to comments, innovative project designs, final design and report, public outreach or (if required), invoicing and budget management, schedule management, QA/QC, meeting agendas, minutes, and monthly status reports, and closure.

Progress Reporting Systems

Successful project completion begins with open and effective communication. Kimley-Horn's engineers understand how to communicate effectively to establish priorities, identify solutions, and report project progress. The Team will have established reoccurring project status meetings that discuss every aspect of the project weekly/bi-weekly as required. Separately, key team members will participate in in-person and/or virtual progress calls with DEN staff as requested by DEN. Throughout this contract, we will provide you:

- Progress reports that highlight all task-related activities and also allow identification and resolution of problems or issues before they affect schedule and budget.
- Regular and concise technical reports that summarize the findings of each specific task so that all project team members can continually evaluate the project's progress.
- Reports and results of public meetings and workshops.
- Ongoing reports that can be input into DEN's Microsoft Excel and Microsoft Word systems.
- User-friendly invoices so you can stay up-to-date on all project management activities.

SECTION 5

Key Personnel and Ability to Respond

KEY PERSONNEL AND ABILITY TO RESPOND

Ability to Perform the Scope of Work and Coordinate with DEN

Kimley-Horn is a full-service, multidiscipline consulting firm with more than 9,400 employees in over 145 offices across the US, with specialty practices in airport design and airport planning. DEN can call on the support of over 360 Colorado-based engineers and consulting professionals who are further supported by specialists across the nation. Kimley-Horn's aviation group consists of approximately 260 full-time professionals focused exclusively on airport services.

Over the past several years, Kimley-Horn has significantly grown its aviation practice, adding many seasoned engineers to our roster. Recent gains in our capacity to provide aviation engineering services is especially noteworthy, particularly among senior staff, ensuring this on-call will be a top priority. We are confident in our ability to provide comprehensive multidisciplinary services tailored to your specific needs.

Firm Information and Locations

The table below provides office addresses for Kimley-Horn and our subconsultants, along with a breakdown of total personnel located in each. Kimley-Horn affords DEN the availability to effectively and conveniently perform the scope of work anticipated to arise from this contract through the partnerships listed below. The offices listed here are the offices from which our team's personnel are committed to perform work for DEN. Kimley-Horn's Denver office will serve as the primary project office for this contract.

Team Qualifications

Organizational Chart

Our skilled professionals and qualified subconsultants provide DEN a balanced, multidiscipline team working together to maximum effect. The organizational chart (**Figure 2**), shown on page VII identifies our team members and their proposed roles. Qualifications for key personnel and key subconsultant partners can be found in their resumes in the Appendix on pages A-1 through A-32. We fully commit the availability of the professionals shown on the organizational chart.

Subconsultant Qualifications

Firm biographies for our subconsultants are outlined below. We understand DEN's commitment to diversity and equity and approach our projects and teaming opportunities with the same commitment. As such, the Kimley-Horn team has built a team where MWBEs will hold meaningful and major roles that will help successfully deliver a wide range of task orders. Subconsultant percentages of work will be determined on a task order basis. The following symbol denotes that the subconsultant firm is a certified MWBE business: ★

Firm Name	Location	Total Staff	Professional Staff	Support Staff
Kimley-Horn (Denver)	6200 South Syracuse Way, Suite 300 Greenwood Village, CO 80111	230	170	60
Kimley-Horn (Fort Collins)	3325 South Timberline Road, Suite 130 Fort Collins, CO 80525	34	33	1
105 West	4201 East Yale Avenue Denver, CO 80222	11	4	7
Abstract	1175 South Gaylord Street Denver, CO 80210	27	25	2
Aeris	1849 Cherry Street, Unit 6 Louisville, CO 80027	3	3	0
Connico	2594 North Mount Juliet Road Mount Juliet, TN 37122	23	18	5

RFP No. 202580614 // September 18, 2025

Firm Name	Location	Total Staff	Professional Staff	Support Staff
ERO	1842 North Clarkson Street Denver, CO 80218	73	64	9
Goodbee	1658 Cole Boulevard Suite 190 Lakewood, CO 80401	27	22	5
Granite	1110 Elkton Drive, Suite B Colorado Springs, CO 80907	29	27	2
Ironstride	2000 South Colorado Boulevard, Tower 2, Suite 975, Denver, CO 80222	19	17	2
Peak	200 Union Boulevard, Suite 210 Lakewood, CO 80228	11	9	2
Pinyon	3222 South Vance Street, Suite 200 Lakewood, CO 80227	90	78	12
PK Electric	4601 DTC Boulevard, Suite 740 Denver, CO 80237	19	17	2
Swanson Rink	1120 Lincoln Street, Suite 1200 Denver, CO 80203	100	93	7
TRACE	1201 East Jefferson Street, Suite 3 Phoenix, AZ 85034	28	7	21
Triunity	1875 Lawrence Street, Suite 1100 Denver, CO 80202	659	581	78
Yeh & Associates	2000 Clay Street, Suite 200 Denver, CO 80211	61	48	13

105 West // Survey ★

105 West specializes in the development of proven techniques for safely producing accurate design surveys, ownership maps, right-of-way (ROW) surveys, and control diagrams for all modes of transportation. 105 West has performed a wide range of surveys at DEN; from runways to basement surveys within the three concourses – they have an extensive background in navigating the DEN process.

Abstract // Architecture ★

Abstract is an architecture firm dedicated to the design of aviation facilities. As a firm they have begun to build their DEN portfolio with on-call tasks under the current DEN on-call contracts and executing design tasks for United Airlines at DEN. Since their founding, Abstract has been continuously active on task order based contracts at multiple airports throughout the US, including BWI, CMH, DCA, IAD, PIT and PVD.

Aeris // Airfield Civil, Construction Administration ★

Aeris specializes in airfield design and engineering solutions across the US. With over 50 years of combined experience, their licensed professional engineers deliver comprehensive airfield design and engineering services, including runway, taxiway, and apron design and reconstruction. They provide complete design and project management from planning through construction administration.

Connico // Efficiency, Scheduling, and Cost Estimating ★

Connico specializes in cost estimating, program management, scheduling/phasing, project management and constructability planning. Connico has worked at more than 160 air carrier airports and has been involved in projects at aviation facilities including small general aviation, municipal, and air carrier airports, and large hub international airports.

RFP No. 202580614 // September 18, 2025

ERO // Environmental, NEPA, Sustainability ★

ERO is a recognized leader in NEPA compliance, environmental planning, biological resources, cultural and historic resources, and environmental due diligence and remediation. They provide resource solutions that are objective, practical, and defensible, and to conduct their services with the highest degree of integrity, quality, and professionalism.

Goodbee // SUE (Landside) ★

Goodbee is a technical consulting firm providing civil engineering, landscape architecture, and environmental compliance services. Goodbee specializes in SUE, wet and dry utility design, utility coordination, landscape design, streetscape design, park and trail design, roundabouts, bridge and wall aesthetics, public involvement, visual impact analysis, hazardous materials assessment, and NEPA compliance services.

Granite // Geotechnical ★

Granite's geotechnical design capabilities include foundation system, soil improvement, pavement design, earth retention system, geohazard, and slope stability analysis and design. In the past two years, they have provided geotechnical services on multiple projects for DEN, including wall repair, building foundation, pavement design, and earthwork evaluations.

Ironstride // Traffic ★

IronStride is a Denver-based engineering firm specializing in traffic engineering, transportation technology, and fiber and communications networks. IronStride provides critical insight into the planning process and design considerations for technology-based transportation applications based on their extensive experience with the systems engineering analysis process, interagency agreements, operations, and maintenance of these unique project elements.

Peak // Environmental ★

Peak brings exceptional expertise in transportation planning and NEPA processes, along with a strong commitment to sustainability and community-focused solutions. In collaboration with Kimley-Horn, Peak will focus on preparing and coordinating environmental planning strategies and documentation to ensure compliance with all federal, state, and local requirements.

Pinyon // Environmental

Pinyon is a firm with demonstrated environmental and sustainability planning experience. Pinyon has accredited SITES AP and Institute for Sustainable Infrastructure Envision Sustainability Professionals that can help develop impactful projects. They maintain strong and positive working relationships to assist their clients in obtaining permits and approvals.

PKE // Electrical ★

PKE provides design for normal and emergency power, lighting and controls, technology/communications, and medium-voltage distribution systems. Their services include on-site inspections and surveys of existing systems, feasibility studies, energy audits, plan reviews, electrical system load, coordination and fault studies, grounding and lighting protection, site planning, special use permit, arc flash analysis, and more.

Swanson Rink // Fuel Systems

Swanson Rink is an engineering consulting firm focused on aviation expertise in mechanical and electrical engineering. Their team provides not only mechanical, electrical, and plumbing for building systems, but also design for fueling systems, boarding bridges, and much more. They have designed elements of every part of the airport, including upgrades/renovations in the terminal, concourses, passenger boarding bridges, and the airfield.

TRACE // Civil (Airside and Landside) ★

TRACE is full-service civil engineering firm that focuses on serving the aviation industry, especially at large commercial hub airports. They have in-house capabilities to augment large, multi-disciplinary project teams by providing surveying, airfield design, landside design, traffic engineering and utility design services.

Triunity // SUE

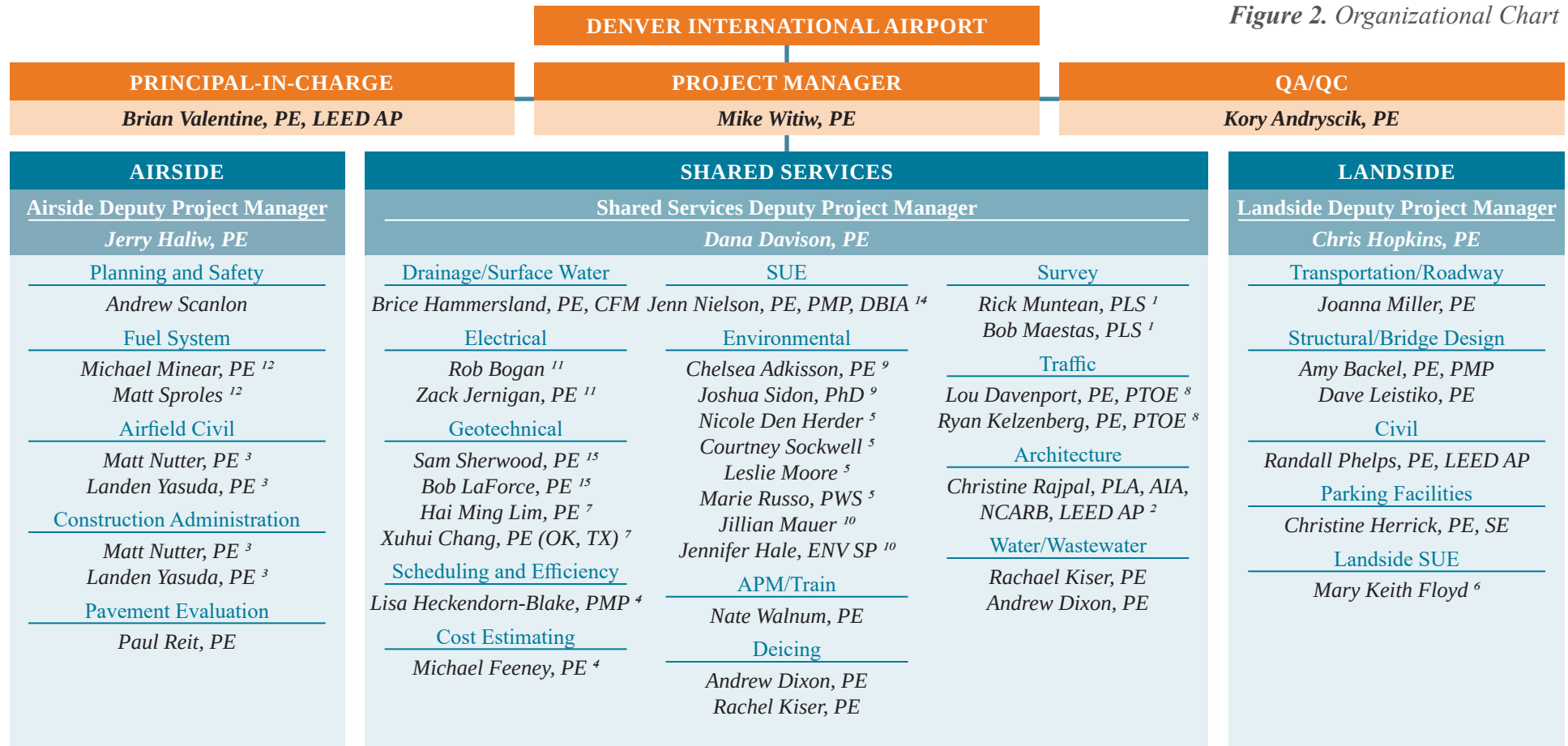
Triunity specializes in utility coordination, SUE, and design engineering services for public facility, infrastructure, and transportation projects. Triunity's engineering expertise centers on utility, ITS, electrical, controls, systems integration, and communications.

Yeh // Geotechnical ★

Yeh offers expertise in geotechnical engineering, soil borings, pavement design, construction management, inspection, and materials testing. Yeh is experienced in working with numerous local and state agencies.

RFP No. 202580614 // September 18, 2025

Figure 2. Organizational Chart



Subconsultants: 1) 105 West 4) Connico 7) Granite 10) Pinyon 13) Trace Consulting
 2) Abstract 5) ERO 8) Ironstride 11) PK Electric 14) Triunity (a Lochner Company)
 3) Aeris 6) Goodbee 9) Peak 12) Swanson Rink 15) Yeh & Associates

SECTION 6

Company Experience and Qualifications

RFP No. 202580614 // September 18, 2025

COMPANY EXPERIENCE AND QUALIFICATIONS

Kimley-Horn’s Denver office has been serving clients in the Denver Metro area for over two decades, including CCD and the Department of Aviation. Kimley-Horn has partnered with DEN on multiple on-calls, including the most recent Landside and Airside On-Calls. Our most recent 2023 DEN Landside on-call has included the Second Creek District Water System, and the Metro Water Recovery Monitoring Facility Improvements. The 2024 Airside On-call has included Lift Station 2 Engineering Evaluation and Runway 7/25 Safety Risk Assessment (SRA). The projects listed in this section have been selected to demonstrate our experience relevant to the services you seek for this contract. The projects below and on the following pages represent a sample of our team’s relevant project experience to the needs of this contract.

DEN Landside On-Call // Denver, CO

Our most recent 2023 DEN Landside On-call included the following task orders:

- Concourses A&B West Deicing Stations Water Quality
- Second Creek District Water System
- Metro Water Recovery Monitoring Point Improvements

Our team has also completed the following projects through previous landside contracts with DEN:

- ▲ Jeppesen Terminal Signage
 - ▲ Recycle Yards Condition Assessment
 - ▲ SWCA
 - ▲ Tower Road Snow Staging Site Access Roads
 - ▲ Wally Park Traffic Impact Study and Recommendations
- ▲ East Employee Parking Lot ADA Evaluation and Improvements
 - ▲ Repair Inbound Pena Boulevard Approach and Departure to the I-70 Flyover
 - ▲ Pikes Peak Parking Lot Rehabilitation

Methodology: Kimley-Horn applies a collaborative approach, coordinating with DEN, municipal agencies, utilities, and private partners through structured tools such as utility matrices, coordination memos, and recurring workshops to keep all parties aligned.

Challenges: Projects often involve overlapping jurisdictions, varying design standards, and right-of-way or permitting complexities, requiring careful coordination to resolve.

Lessons Learned: Early engagement, clear documentation, and proactive coordination with roadway and utility stakeholders are critical to minimizing conflicts and ensuring long-term project compatibility

Level of Assistance Required from the Client: Client input is typically limited to key decisions and prioritization, with Kimley-Horn leading day-to-day coordination and documentation to minimize demands on DEN staff.

Client Contact: Catherine Rafferty, DEN Engineering Specialist Address: 8500 Pena Boulevard, Room 8810, Denver, Colorado 80249 Phone: 303.342.4461		
Subconsultant*: Bambei Engineering Services (<1%), Connico (1%), Peak (1%), PKE (1%), Qualcorr Engineering (1%), Recon Holding (3.5%), Survwest (<1%), Topographic (6%), Yeh (4%)		
Value*: \$2.1M	Gross Fee*: \$1.5M+	Outcome*: Multiple projects in design that will result in operational improvements.

*Numbers provided are for the Landside On-Call contract as a whole

RFP No. 202580614 // September 18, 2025

San Antonio Airfield Safety Enhancements and Improvements Program (ASEIP) // San Antonio, TX

For the San Antonio International Airport’s (SAT) 5-year ASEIP, Kimley-Horn provides planning, environmental and airspace analysis, preliminary engineering, design services for reconstructing and rehabilitating several pavement areas throughout the airport. Major program elements include Runway 13R/31L keel reconstruction, outboard rehabilitation, and Runway 13R/31L safety enhancements alternate (2023 - AVOC15001.2023). Kimley-Horn is leading advanced planning efforts to reconstruct SAT’s primary commercial runway fully. The team is conducting a series of simulations to determine the impacts of closing the runway and pushing traffic to another runway. Impacts are expected to reach throughout the National Airspace System (NAS). The team is leveraging Total Airspace and Airport Modeler (TAAM) software to demonstrate the costs and risks, which analyzes both ground and airspace impacts under the same program. Kimley-Horn is one of few consulting firms with access and wherewithal to operate this technology. The advanced planning for SAT is being done within an environmental assessment (EA) context.

Methodology: The project was driven by a **culture of collaboration** among the SAT, design team, and construction manager at risk, with early efforts focused on priority setting alongside SAT Executive Leadership. This included conducting an initial risk assessment, establishing a communication matrix, and hosting a team-building workshop to foster alignment. **Decision-making was grounded in data-driven processes**, such as a material sourcing workshop, the development of a preconstruction cost model, analysis of production rates, and preliminary phasing and TAAM analysis. Throughout, the team remained committed to **defining real benefits and value**, emphasizing accountability, clear communication, and concurrence. These efforts reinforced a collaborative culture and ensured alignment around a data-informed plan.

Challenges: The project prioritizes maintaining safe and efficient aircraft takeoffs and landings, ensuring uninterrupted operations throughout all phases of implementation.

Recognizing the variability in available funding, the scope is designed to be flexible, allowing for strategic adjustments without compromising core objectives. Additionally, inter-agency coordination plays a critical role in aligning stakeholders, streamlining communication, and facilitating timely decision-making across multiple entities.

Lessons Learned: Provide Authorities Having Jurisdiction (AHJs) with multiple analysis points for consideration and decision making; incremental decisions made through out process; multi-discipline collaboration within the team early and throughout design progress; aggressive amount of client collaboration and stakeholder input

Level of Assistance Required from the Client: Engaged presence and timely decisions, organizational concurrence on decisions, empowering airport staff and focus on Reimbursable Agreements

Client Contact: Stephanie Kranich, Project Manager Address: Phone: 210.207.3819		
Subconsultant: Jacobs; Garver; Maestas; Corsair; CEA Group; Connico; Jacobsen Daniels; Foster CM Group; MTZ Martinez Geospatial; Juricek Airport Development Consultaning; Weston Solutions; Faith Group; Poznecki – Camarillo; Airport Pavement Infrastructure Engineering;		
Value: \$21.3M	Gross Fee: \$11.2M	Outcome: Established FAA approved airfield reconfiguration plan that will alleviate Military airfield flight path conflicts and improve pavement condition and capacity.

RFP No. 202580614 // September 18, 2025

Sky Harbor International Airport Engineering Services // Phoenix, AZ

Kimley-Horn has been providing services to PHX since 1998. Some of our relevant projects include:

Taxiway U

This project will provide aircraft access via a new crossfield taxiway from the north side of the airfield to the south. This new taxiway will bridge over the existing Sky Train, two re-aligned VSRs, and cross eight lanes of Sky Harbor Boulevard/Buckeye Road roadways overhead via a new 300-foot span bridge. Modifications, demolitions, and relocations to numerous existing facilities, roadways, parking lots, aprons, buildings, structures, utilities, landscaping, pedestrian access ways, and other existing infrastructure were required. Kimley-Horn led the geometric and pavement design of Taxiway U and the design of the massive expansion of the Air Cargo Apron parking area, which will provide up to 22 parking spots for a mix of aircrafts. Kimley-Horn also designed three new/relocated parking lots, two realigned VSRs, projectwide drainage, all electrical (airside and landside) improvements, building mechanical and plumbing improvements, and Airside Operations Area (AOA) security fence design.

PHX Sky Train (All Phases)

Kimley-Horn provided planning, design, and construction support services as the civil and electrical designer for the PHX Sky Train program. Kimley-Horn lead design of train guideway alignments and plan/profile geometrics, simulation modeling, on-grade guideway structures, roadway design, urban freeway re-design of SR 143, traffic control and traffic signals, parking/revenue control systems, grading, drainage, utility relocations and services, structural design of a roadway tunnel and cast-in-place retaining walls, Ground Transportation Center (GTC) planning and design, communications design, airfield pavement and lighting modifications, East Economy Parking Lot reconfiguration and toll plaza relocation, and civil layout for access roads and terminal curb-front areas.

Terminal 3 New North Concourse (T3N2)

Kimley-Horn is leading the Civil and Electrical design of airside and landside improvements in support of the \$500M New North Concourse program at Terminal 3. The new concourse will add 6 ADG III gates and 2 ADG V stands in a single sided configuration. A tunnel connection to Terminal 4 will allow secure passenger access to all terminals at PHX without leaving Terminal 3 and reentering through security at Terminal 4. Kimley-Horn is responsible for the design of the new PCCP apron surrounding the concourse, service roads, grading and drainage, apron lighting and concourse electrical services.

Methodology: All projects were delivered using CMAR contractors, close coordination between the design team, airport, and CMAR contractors, and multiple design packages to accommodate GMP schedules

Challenges: Construction in the highly developed core of the airport, unknown utilities, tight design schedules, phasing to meet funding schedules, construction phasing to lessen airfield impacts during busy travel seasons and holiday moratoriums, timely decisions and reviews of large submittals.

Lessons Learned: Weekly design and construction coordination meetings were invaluable, acknowledging issues will arise and focusing on fixing the problem, having fewer design packages and GMPs, design team workshops and charrettes to facilitate reviews and get stakeholder input.

Level of Assistance Required from the Client: Required significant planning and coordination between stakeholders, design team, Contractors, FAA, City inspectors, airlines, and airport executives

Client Contact: Mark Pilwallis, Project Manager Address: 3400 East Sky Harbor Boulevard, Suite 3300, Phoenix, AZ, 85034 Phone: 602.684.3335		
Subconsultant: Kimley-Horn served as a subconsultant on the projects listed above		
Value: Total Program Budgets = \$2.3B	Gross Fee: \$39M	Outcome: PHX Sky Train allowed removal of all on-airport buses and greatly improved connectivity to all terminals, parking, rental cars, and the light rail system. Taxiway U and T3N2 will increase gate capacity, add RON spaces, and improve movement of aircrafts on the airfield.

RFP No. 202580614 // September 18, 2025

Metropolitan Airports Commission (MAC) MSP On-Call // Minneapolis and St. Paul, MN

Since 2005, Kimley-Horn has been providing transportation and engineering consulting services to MAC on an on-call basis for over 20 years. **Kimley-Horn provides transportation-related studies, planning documents, preliminary design, final plans and specifications, and construction phase services at MSP.** Services have included, but are not limited to, parking structure and lot design, parking revenue control systems, ITS design, roadway design, signing design, transit planning and design, construction phasing/staging, traffic control, terminal planning, traffic modeling and simulation, landscape architecture, pedestrian/passenger studies, inspection and maintenance programs, and construction administration. **Since our selection, we have been assigned more than 400 task orders.** The \$245 million Terminal 1 Silver Ramp was part of our on-call contract and completed in August 2020. The Silver Ramp provides approximately 2.1 million square feet of structured parking and includes approximately 3 miles of expansion joints, approximately 5 acres of exterior façade and approximately 180,000 square feet of conditioned floor space. The RAC Customer Service Building and the Transit Center are located on the ground level of the ramp. Levels 2-5 are utilized for RAC facilities and levels 6-11 provide customer parking.

Methodology: Kimley-Horn approached the on-call contract with MAC using a flexible, task-order-based methodology that allowed for rapid response and tailored solutions. Each task order was scoped individually, ensuring alignment with MAC’s priorities and operational needs. For the Terminal 1 Silver Ramp, we employed a multidisciplinary team to integrate transportation planning, structural engineering, ITS, and architectural design. Our process included stakeholder engagement, iterative design reviews, and close coordination with MAC and other project partners to ensure constructability and minimize disruption to airport operations.

Challenges: Complex phasing and staging, integration of multiple systems, schedule constraints, weather (cold and snow) and site conditions

Lessons Learned: Early coordination with stakeholders early and often helped streamline approvals and reduce rework; the on-call nature of the contract required adaptability in both design and project management to respond to changing priorities; having in-house experts across transportation, architecture, and engineering disciplines enabled seamless integration and reduced coordination delays; regular updates and transparent communication with MAC ensured alignment and trust throughout the project lifecycle.

Level of Assistance Required from the Client: MAC provided strategic direction and timely feedback throughout the project. Their involvement was essential during key decision-making milestones, while Kimley-Horn led the majority of technical execution, coordination, and design development. MAC supported in facilitating stakeholder engagement and providing access to airport operations data.

Client Contact: Ashley Vlasak, Senior Project Manager, Airport Development Address: 6040 South 28th Avenue, Minneapolis, MN 55450 Phone: 612.467.0534		
Subconsultant: Kimley-Horn has partnered with dozens of subconsultants for millions of dollars in subconsultant fees.		
Value: ~\$3.2B	Gross Fee: \$90M+	Outcome: Services provided through the on-call have resulted in increased passenger parking, safer travel into and out of the airport, and more comfortable facilities

APPENDIX

Resumes



MIKE WITIW, PE

Project Manager

Professional Credentials

- Master of Business Administration (MBA), University of Wyoming
- Bachelor of Science (BS), Civil Engineering, Marquette University
- Professional Engineer (PE) in CO (#0068358) and WA

22 years of experience • <1 year with Kimley-Horn

Mike is an airport project manager with aviation planning, design and construction management experience. He has successfully delivered numerous commercial, aviation projects from planning through construction. He specializes in the oversight and quality programs of large, multi-year and multi-phase projects and programs related to airport terminals. He has experience in all aspects of design including runways, taxiways, aprons, airport roadways, navigational aides and lighting. Mike has the experience to navigate Part 139 requirements, regulations and documents and has worked with a variety of stakeholders within airports, including airlines. **As your Project Manager, Mike will serve as DEN's primary point of contact throughout the duration of this contract.**

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — Airfield Design, QA/QC
- SAT, Ground Loading Facility Terminal A Design-Build, San Antonio, TX — Project Engineer
- North Platte Regional Airport (LBF), New Terminal, North Platte, NE — Quality Manager*
- General Authority of Civil Aviation (GACA), King Abdulaziz International Airport (JED) Hajj Terminal Low Cost Terminal Conversion Planning and Capital Program Development, Jeddah, Kingdom of Saudi Arabia — Terminal Planning Project Manager and Airside/Landside Planner*
- MAC, MSP Tram Replacement Study, Minneapolis, MN — Project Manager*
- Seattle-Tacoma International Airport (SeaTac), International Arrivals Facility, Seattle, WA — Airside Project Manager*
- SeaTac, Gates A20/21, Seattle, WA — Project Manager*
- US Air Force Special Forces Command (AFSOC), Cannon Air Force Base User Requirement Document for Special Forces Rehearsal Land Strip, Clovis, NM — Project Manager/Airfield Design Lead*

**Prior to joining Kimley-Horn*



BRIAN VALENTINE, PE, LEED AP

Principal-in-Charge

Professional Credentials

- BS, Civil Engineering, Colorado State University
- PE in CO (#46616), CA, OR, and WY
- LEED Accredited Professional (LEED AP)

Professional Affiliations

- American Council of Engineering Companies (ACEC), Member

23 years of experience • 19 years with Kimley-Horn

Brian is experienced in working on public- and private-sector projects and enjoys exceeding his clients' expectations. He previously served DEN as Kimley-Horn's project manager on the Landside Civil Design On-Call and Drainage Design On-Call and has additionally worked on various projects at DEN, including as the Client Manager on the 2023 Landside On-Call, and in the surrounding areas. Brian has managed and designed multiple award-winning projects throughout the state and the nation. He has managed a wide range of municipal on-call contracts and projects that involve design and implementation, roadway design, structural design, private development, drainage planning, site grading, utility design, erosion control, stormwater management, complete/green streets, bikeway improvements, and university and campus planning. **Brian is committed to DEN's success and in his role as Principal-in-Charge, Brian will be responsible for working with the project managers to meet DEN's goals for the contract and individual task orders.**

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — Client Manager
- DEN, 2017 Landside Civil Engineering Design Services On-Call, Denver, CO — Project Manager
 - DEN, Economy Parking Accessibility Study, Denver, CO
 - DEN, Jeppesen Terminal Sign, Denver, CO
- DEN, On-Call Drainage Design Services, Denver, CO — Project Manager
 - DEN, Airport Water Quality Master Plan, Denver, CO
 - DEN, Water Quality Pond 2M-7, Denver, CO — Project Manager
 - DEN, Stormwater Condition Assessment, Denver, CO
- DEN, Batch Plants, Denver, CO — Project Engineer
- CCD, On-Call Traffic Engineering Services, Denver, CO — Project Engineer
- CCD, South Broadway Multimodal Transportation Design, Denver, CO — Project Manager
- CCD, On-Call Community Transportation Networks (CTN) Planning Services — Principal-in-Charge



KORY ANDRYSCIK

QA/QC

Professional Credentials

- BS, Civil Engineering, Michigan Technological University
- PE in CO (#0056659), CA, and NV

Professional Affiliations

- ACEC, Member

20 years of experience • 20 years with Kimley-Horn

Kory has 20 years of experience as a civil engineer specializing in aviation design, construction administration/construction management services, and FAA grant management. He has worked on projects at small, medium, and large hub airports where his design expertise and understanding of airport design and construction standards were essential to project success. Kory's experience includes airfield landside design, construction phase services, airfield pavement management, FAA planning, design and construction standards, project phasing, FAA grant management, and developing construction cost estimates and schedules. He has worked on more than 10 runway projects at general aviation, commercial, and mixed-use airports. **As your QA/QC Manager, Kory will be responsible for adhering to DEN's quality standards and monitoring the quality of our performance on this oncall contract.**

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — Principal-in-Charge
- DEN, 2013-2020 Landside On-Call Engineering Services, Denver, CO — Project Engineer
- IND, Part B - Design and Construction Oversight, Runway 5R-23L and Taxiway D Strengthening and Capacity Enhancement, Indianapolis, IN — Quality Control Manager.
- Boulder City Municipal Airport (BLD), Rehabilitate/Reconstruct Taxiway Alpha and Transient Apron, Boulder City, NV — Project Engineer
- SAT, Runway and Taxiway Improvements (Runway 12R-30L), San Antonio, TX — Project Engineer
- BLD, Runway 9-27 Rehabilitation/Reconstruction, Boulder City, NV — Project Engineer
- Elko Regional Airport (EKO), Reconstruct Terminal Ramp, Phase 3, Elko, NV — Project Engineer
- EKO, Parallel Taxiway Relocation, Elko, NV — Project Engineer



JERRY HALIW, PE

Airside Deputy Project Manager

Professional Credentials

- BS, Engineering, Colorado School of Mines
- PE in CO (#33800)

Professional Affiliations

- Order of the Engineer, Member
- Colorado Airport Operators Association, Member
- American Association of Airport Executives (AAAE), Member

31 years of experience • 14 years with Kimley-Horn

Jerry has extensive experience completing work on aviation airfields and landside and terminal improvement projects. He works on federally and non-federally funded projects at airports throughout Colorado and the nation. He has been involved with all aspects of design and construction administration on airport improvement projects including CIP, grant funding, environmental checklists, contract documents, technical specifications, FAA reimbursable agreements, plan drawings, DBE and MWBE documents, engineering reports, construction reports, construction documentation, FAA pavement designs, pavement inspections, pavement management, and planning documents. He has over 30 years of extensive experience leading and coordinating a wide range of airport development projects including work at nine of the Top 30 US Airports. **As your Airside Deputy Project Manager, Jerry will serve as DEN's airside primary point of contact throughout the duration of this contract.**

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — Project Manager
- DEN, 2013-2020 Landside On-Call, Denver, CO — Project Engineer
 - East Employee Parking Lot Rehabilitation
 - Tower Road Snow Staging Site Access Roads
- DEN, Master Plan Facilities Evaluation, Denver, CO — Project Engineer
- DEN, MEP On-Call Services, Denver, CO — Project Engineer
- Leadville-Lake County Airport (LXV), Runway 16/34, Taxiways, and Apron Rehabilitation, Leadville, CO — Project Manager
- ASE, Airport Program Management, Aspen, CO — Project Engineer
- ORF, Runway 5/23 Pavement Rehabilitation and Centerline Light Replacement Phases I, II, and III, Norfolk, VA — Project Manager
- ORF, Taxiways C and V Rehabilitation, Norfolk, VA — Project Manager
- SAT, Terminal A Ground Loading Facility and South Remain Overnight Apron, San Antonio, TX — Project Manager
- ORD, Central Deice Apron, Chicago IL — QA/QC Manager
- DTW, Runway 4R/22L Reconstruction, Detroit MI — QA/QC Manager
- OAK, Runway 12/30 Rehabilitation, Oakland CA — QA/QC Manager
- MCO, Terminal C Gate Expansion, Orlando FL — QA/QC Manager



DANA DAVISON, PE

Shared Services Deputy Project Manager

Professional Credentials

- BS, Environmental Engineering, Colorado State University
- PE in CO (#0057758)

11 years of experience • 9 years with Kimley-Horn

Dana has eleven years of experience in water, wastewater, and stormwater studies and design. She has worked with public clients on a variety of projects including lift station evaluations, alternatives analysis, impact fee studies and master planning, transmission design, storm sewer design, modeling and hydraulic analysis, and water/wastewater transmission and distribution design. Dana has seamlessly integrated into DEN through her current project with the Second Creek District Water System, where she has gained unique experience working with a diverse range of stakeholders. This in-depth engagement affords her the ability to bring unmatched efficiency and insight to her role. **As Shared Services Deputy Project Manager, Dana will oversee project planning and execution, coordinate with DEN, stakeholders, CDPHE, and team members, manage the project budget and schedule, ensure quality control and regulatory compliance, identify and mitigate potential risks, and report project progress to DEN.**

Project Experience

- DEN, Stormwater Condition Assessment, Denver, CO — Project Engineer
- DEN, Water Quality Master Plan, Denver, CO — Project Engineer
- DEN, Second Creek District Water System, Denver, CO — Project Manager
- DEN, Lift Station 2 Engineering Evaluation, Denver, CO — Project Manager
- Colorado Springs Utilities, Chapel Hills Lift Station Improvements, Colorado Springs, CO — Project Manager
- Whetstone Lift Station and Force Main, Crested Butte, CO — Project Engineer
- Wolf Creek Run Lift Station, Adams County, CO — Project Engineer
- Wasatch Peaks Ranch Development, Water System and Pump Station Design, Morgan County, UT — Project Engineer
- DEN, Deicing Station Water Quality Investigation, Denver, CO — Project Engineer
- City of Colorado Springs, Downtown Drainage Improvements, Colorado Springs, CO — Project Engineer
- Utilities, Chapel Hills Lift Station Study and Alternatives Analysis, Colorado Springs, CO — Project Manager



CHRIS HOPKINS, PE

Landside Deputy Project Manager

Professional Credentials

- BS, Civil Engineering, Purdue University
- PE in CO (#37298)

Professional Affiliations

- Institute of Transportation Engineers (ITE), Member
- ACEC, Member

30 years of experience • 10 years with Kimley-Horn

Chris is a diverse project manager with extensive experience in planning, design, and construction management for transportation, infrastructure, and design-build projects including highways, interchanges, arterial roadways, intersection improvements, traffic signals, bridges, multimodal complete streets, and pedestrian improvements. His background managing complex projects and coordinating with subconsultants, paired with his knowledge and understanding of DEN and DSBO policies puts him in a position to serve our MWBE subconsultants and DEN well. **As your Landside Deputy Project Manager, Chris will serve as DEN's landside primary point of contact throughout the duration of this contract.**

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — MWBE Coordinator
- DEN, 2023 Airside On-Call, Denver, CO — Project Manager
- CDOT, City and County of Broomfield (CCOB), CO7 Widening, Broomfield, CO — Project Manager
- CDOT, CO-7 Widening, Broomfield, CO — Project Manager
- CDOT, US-24 Widening, Florissant, CO — Project Manager
- CDOT, Region 3 On-Call Traffic and Safety Support, Various, CO — Project Manager
- CDOT, C-470 Express Toll Lanes Design-Build, Douglas County, CO — Alternative Delivery Manager
- CCD, South Broadway Multimodal Transportation Design, Denver, CO — Project Engineer
- CCD, Mill Levy 7A Signal Improvements, Denver, CO — Project Manager
- City of Aurora, 6th Avenue (SH-30) Widening, Aurora, CO — Project Manager
- Town of Parker, Parker Road (SH-83) Corridor Study, Parker, CO — Project Manager
- Town of Castle Rock I-25 and Wolfensberger Intersection Control Evaluation, Castle Rock, CO — Project Manager
- Town of Castle Rock SH-83 and Crowfoot Safety Improvements, Castle Rock, CO — Project Manager



ANDREW SCANLON

Planning and Safety

Professional Credentials

- Master of Science (MS), Information Systems, University of Phoenix
- MBA, University of Phoenix
- Bachelor of Industrial Design, ITT Technical Institute Affiliations

Professional Affiliations

- Airport Certified Employee, Safety Management Systems

26 years of experience • 5 years with Kimley-Horn

Andrew has been in the aviation consulting field for 26 years. While the primary focus throughout his career has been traditional airport planning, Andrew is well versed in unique airport planning studies such as Airports-GIS, RIM, airspace analysis including 7460-1 filings, and land use compatibility. He works closely with aviation engineers to develop sensible solutions to current problems while protecting for long-term development at airports. Andrew is a multidiscipline leader, managing varied aspects of airport consulting from planning, to environmental, to design, through program and construction management. Andrew has been a part of more than 200 airport projects with clients ranging from Core 30 airports to small, single-runway, GA airports. These projects have varied in size and complexity from small projects at simple facilities, to large, complex projects where Andrew has worked with teams across global geographies. Andrew's wide range of aviation experience allow him able to see a project from multiple perspectives and provide his clients with one-of-a-kind experience.

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — Planning Integration and Airspace Analysis
- Pitkin County, Program Management Services for the ASE Capital Improvement Project, Aspen, CO — Deputy Project Manager/Grant Coordination
- SAT, Airfield Enhancement Program 2022-2027, San Antonio, TX — Project Planner
- Rhode Island Airport Corporation, Quonset State Airport Runway 16/34 Reconstruction, North Kingstown, RI — Project Planner
- ORF, Runway 5/23 Rehabilitation, Phase 3 Norfolk, VA — Project Planner
- IND, Part B – Design and Construction Oversight, Runway 5R/23L and Taxiway D Strengthening and Capacity Enhancement, Indianapolis, IN — Project Planner
- Southwest Florida International Airport (RSW), Runway 6-24 and Associated Pavements Feasibility, Fort Myers, FL — Project Planner
- Puerto Rico Ports Authority, Eugenio Maria De Hostos Airport, Rehabilitation of Runway 9/27, Puerto Rico, USA — Project Planner



PAUL REIT, PE

Pavement Evaluation

Professional Credentials

- BS, Civil Engineering, University of Wisconsin, Platteville
- PE in FL (#85200)

12 years of experience • 11 years with Kimley-Horn

Paul has 12 years of experience executing and managing pavement management programs at commercial and general aviation airports through statewide and single airport programs along with landside pavement management implementations at airports and municipalities. Specifically, he has inspected more than 60 airports in Florida, including four of the five Miami-Dade Airports. He has performed more than 120 ASTM D5340 pavement inspections at public use airports and is well-versed in all aspects of PMPs—from records review to database updates to reporting and developing GIS deliverables. Paul has conducted many trainings for public agencies such as the FDOT Airfield Pavement Inspection Training, where he serves as a classroom and field instructor on pavement inspection and PAVER software. He is certified in Advanced Level II PAVER 7.

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — Pavement Evaluation
- San Antonio International Airport, APMP, San Antonio, TX — Project Manager
- Tuscon International Airport, APMP, Tucson, AZ — Project Manager
- RIAC, Statewide Airport Pavement Management Program, Statewide, RI — Project Engineer
- South Carolina Division of Aeronautics, APMS Statewide Program, Statewide, SC — Project Manager
- Chicago Department of Aviation, Midway International Airport, Pavement Management Services, Airside and Landside, Chicago, IL — Project Engineer
- Nashville International Airport, Airfield Pavement Condition Index Study, Nashville, TN — Project Engineer
- Oklahoma Aeronautics Commision, Oklahoma Airport Pavement Management System, Statewide, OK — Deputy Project Manager
- Clark County, Airport Pavement Management Program Services, Las Vegas, NV — Project Engineer
- City of Dallas, Love Field Airfield Pavement Evaluation, Dallas, TX — Project Engineer



BRICE HAMMERSLAND, PE, CFM

Drainage/ Surface Water

Professional Credentials

- BS, Civil Engineering, Minnesota State University, Mankato
- PE in CO (#56012), AZ, and NV
- Certified Floodplain Managers (CFM) (#US-18-10444)

Affiliations

- Colorado Association of Stormwater and Floodplain Managers (CASFM), Member
- National Association of Sewer Service Companies (NASSCO)
- Certified in Pipeline Assessment Certification Program (PACP)
- Lateral Assessment CP (LACP)
- Manhole Assessment CP (MACP) (#P0036180-022022)

13 years of experience • 7 years with Kimley-Horn

Brice is a PE with 13 years of experience who specializes in water resources, specifically, detailed hydraulics and hydrology designs and models (HEC-1, HEC-HMS, CUHP, SWMM, and HEC-RAS 1D and 2D); SWPPPs; and drainage reports. He is an expert in HEC-RAS modeling for floodplain analysis and has experience obtaining FEMA CLOMRs LOMRs. He also has experience in channel design, drainage master planning, roadway drainage design, bridge and culvert design, as well as dry utility coordination, construction administration, field calls, survey coordination, and jurisdiction approvals. His commitment to excellence and innovative approach has consistently delivered high-quality results for a wide range of drainage engineering projects.

Project Experience

- DEN, 2024 Airside On-Call Engineering Services, Denver, CO — Drainage
- DEN, Stormwater Condition Assessment (SWCA) Airside, Denver, CO — Project Manager
- DEN, Second Creek District Water System, Denver, CO — Project Manager
- DEN, Watershed and Stormwater Inventory, Condition Assessment, and GIS Database, Denver, CO — Deputy Project Manager
- DEN, Pond 2M7, Denver, CO — Project Engineer
- DEN, Concourse A&B Deicing Stations Water Quality Investigation, Denver, CO — Project Manager
- City of Boulder, Stormwater and Flood Management Utility On-Call, Boulder, CO — Project Manager
- Crescent Communities, Lakewood Suites HEC-RAS Modeling, Floodplain Mapping, and Utilities Design, Lakewood, CO — Senior Engineer
- SEMSWA, On-Call Contract, Centennial, CO — Senior Engineer
- City of Cherry Hills Village, On-Call Civil Engineering Services, Cherry Hills Village, CO — Senior Engineer
- Aurora Commerce Center (ACC), ACC Building Industrial Site No-Rise Analysis, Aurora, CO — Project Engineer



NATE WALNUM

APM/Train

Professional Credentials

- BS, Civil Engineering, Brigham Young University
- PE in AZ (#37721), FL, MI, NJ, NY, UT, and Trinidad and Tobago

Affiliations

- ASCE, Member
- AAAE, Member
- Arizona Airports Association (AZAA), Member

29 years of experience • 25 years with Kimley-Horn

Nate has 29 years of planning, engineering, and management experience on a wide array of airside and landside projects. His airside design experience includes runways, taxiways, aprons, airside service roads, and security projects. Nate's landside aviation experience includes planning and designing roadway improvements and ground transportation centers, automated people movers, parking, consolidated rental car centers, traffic, curb front management, utilities, passenger simulation modeling, communications, and security.

Project Experience

- Phoenix Sky Harbor International Airport, Crossfield Taxiway U, Phoenix, AZ — Kimley-Horn Project Manager
- Phoenix Sky Harbor International Airport, Comprehensive Asset Management Plan (CAMP), Phoenix, AZ — Kimley-Horn Project Manager
- Phoenix Sky Harbor International Airport, PHX Sky Train (All Phases), Phoenix, AZ — Kimley-Horn Project Manager
- Newark Liberty International Airport, AirTrain Replacement Planning, Newark, NJ — Project Manager
- Raleigh-Durham International Airport, Consolidated Rental Car Facility, Ground Transportation Center, and Public Parking Garage (PPG), Raleigh, NC — Project Engineer
- Charlotte Douglas International Airport, Destination District Central Transportation and Land Use Plan, Charlotte, NC — Project Engineer
- Airports Authority of Trinidad and Tobago (AATT) Airport, A.N.R. Robinson International Airport, Runway 11/29 Rehabilitation and Perimeter Road and Fence Upgrade, Trinidad and Tobago — Project Manager
- San Diego International Airport, Airfield Pavements Rehabilitation, San Diego, CA — Project Engineer
- John Wayne Airport, Runway 1L/19R Pavement Rehabilitation, Costa Mesa, CA — Project Engineer



ANDREW DIXON, PE

Deicing, Water/Wastewater

Professional Credentials

- BS, Biological and Agricultural Engineering, Texas A&M University
- PE in CO (#0057185)

Affiliations

- ASCE, Member
- American Water Works Association (AWWA), Member

11 years of experience • 4 years with Kimley-Horn

Andrew has extensive experience for the planning, design, and construction administration of water and wastewater treatment plants and water and wastewater pumping and conveyance systems. Andrew has provided project management leadership and engineering on multiple treatment facility projects, for water/wastewater facilities up to 20 MGD through planning, permitting, design, construction, and startup. He brings wastewater treatment facility experience with projects encompassing planning, design, process improvements, and operational efficiencies. Additionally, he offers expertise and great breadth of experience with surface and groundwater treatment including PFAS characterization and treatment, pretreatment, filtration (conventional and advanced), residuals management, solids handling, pumps, storage, and surface water intakes. Andrews variety of civil engineering and mountain water systems experience, combined with his passion for project success and client satisfaction, gives him a driven aptitude to deliver on a multitude of complex projects.

Project Experience

- DEN, Metro Water Recovery Monitoring Facility Improvements, Denver, CO — Project Manager
- DEN, Concourses A&B Deicing Stations Water Quality Investigation, Denver, CO — Water Quality Treatment Process Engineer
- Greeley, 12th Street Phase IA: 26-Inch Sewer Interceptor, Greeley, CO — Lead Engineer
- GRIC, San Tan Mountain WWTP, Gila River Indian Community, AZ — QA/QC Manager
- Nogales International, Wastewater Treatment Plant Master Plan and Permit Modifications, Nogales, AZ — Project Engineer
- Castle Pines Metro District, Water Treatment Plant 2 Expansion — Project Engineer
- City of Louisville, Sid Copeland Water Treatment Plant Residuals Management, Louisville, CO — Senior Process Engineer
- Box Elder Sanitation District, Collection System Master Plan, Weld County, CO — Project Engineer
- Town of Granby, West Service Area Water/Wastewater and Non-Potable Water Master Plan and Design, Granby, CO — Project Manager



RACHAEL KISER, PE

Deicing, Water/Wastewater

Professional Credentials

- MBA, Southern Methodist University
- Master of Environmental Engineering, Southern Methodist University
- BS, Civil Engineering, Southern Methodist University
- BS, Mathematics, Southern Methodist University
- PE in CO (#0060733)

8 years of experience • 6 years with Kimley-Horn

Rachael is a civil engineer with eight years of experience in lift station evaluation and design, wastewater treatment and collection system design, water and wastewater master planning, water treatment and distribution system design, and water system modeling. She has worked with a variety of municipalities and private clients, including DEN, across multiple states to provide support for water and wastewater treatment services, water and wastewater transmission main design, water and wastewater models, among other services. From her current work on the Metro Recovery Monitoring Facility Improvements project and Deicing Facilities Comprehensive Plan she has gained an understanding of the deicing system infrastructure, operations, and needs. She has also become familiar with DEN contracting procedures and considerations for airside design.

Project Experience

- DEN, Metro Monitoring Facility Improvements, Denver, CO — Project Engineer
- DEN, Concourse A & B West Deicing Station Water Quality Investigation, Denver, CO — Project Engineer
- DEN, Deicing Facilities Comprehensive Plan, Denver, CO — Project Engineer
- Wasatch Peaks Ranch Development, Water System and Pump Station Design, Morgan County, UT — Project Engineer
- City of Greeley, Design for Non-Potable Pump Stations, Greeley, CO — Project Engineer
- City of Castle Pines, Water Treatment Plant 7 MG Expansion, Castle Pines, CO — Project Engineer
- Dallas/Fort Worth (DFW) International Airport, Meter Station 10.0B Rehabilitation, Dallas/Fort Worth, TX — Project Engineer
- Nogales International, Wastewater Treatment Plant Master Plan and Permit Modifications, Nogales, AZ — Project Engineer
- City of Louisville, Sid Copeland Water Treatment Plant Residuals Management, Louisville, CO — Project Engineer
- Gila River Indian Community (GRIC), San Tan Mountain Wastewater Treatment Plant (WWTP), Chandler, AZ — Project Engineer



JOANNA MILLER, PE

Transportation

Professional Credentials

- BS, Civil Engineering, Lehigh University
- PE in CO (#59252) and PA

Professional Affiliations

- American Society of Highway Engineers (ASHE) Colorado – Director 1
- WTS Colorado, Member

12 years of experience • 4 years with Kimley-Horn

Joanna is a roadway design expert passionate about transportation projects connecting communities through infrastructure. She has 12 years of design experience on large-scale interchanges, interstates, and urban and rural highways. She has experience in analysis and innovative intersection design, roundabout design, signing and striping, guardrail, traffic control, bus rapid transit (BRT), bike and pedestrian design, and ROW development. She was one of two lead designers for the I-215 pavement rehabilitation project for UDOT, involving a quick schedule, involved stakeholders, and many design pivots throughout the project. She has overseen the CDOT CO 7 Phase 1 study and design for the Kimley-Horn led-section, involving a blended team with CDOT and multiple subconsultants and stakeholders. Joanna brings her strong technical, communication, and leadership skills to all her projects, leading to a positive and engaging experience.

Project Experience

- DEN, 2024 Landside On-Call Engineering Services, Denver, CO — Roadway Engineer
- UDOT I-215; SR-201 to North Temple, Salt Lake City, UT — Roadway Engineer
- City and County of Broomfield, CO 7 Interim Improvements, Broomfield, CO — Project Engineer
- CDOT, CO 7 Phase 1 Implementation, Broomfield, CO — Project Engineer
- CDOT, US 50B Drainage Improvements, Swink, CO — Project Engineer
- Town of Kiowa, CO 86 Sidewalks and Drainage Improvements, Kiowa, CO — Project Engineer
- City of Aurora, East 6th Avenue Widening, Aurora, CO — Project Engineer
- Town of Crested Butte, Red Lady Roundabout, Crested Butte, CO — Project Engineer
- Town of Parker, Parker Road and Mainstreet Intersection Improvements, Parker, CO — Project Engineer



AMY BACKEL, PE, PMP

Bridge Design

Professional Credentials

- MS, Civil Engineering, University of Oklahoma
- BS, Civil Engineering, University of Oklahoma
- PE in CO (#49786), OK, TX, UT, and WY
- Project Management Professional (PMP) (#3421539)

Professional Affiliations

- Project Management Institute, Member
- ACEC, Member

14 years of experience • 1 year with Kimley-Horn

Amy has experience in bridge design, transportation structural engineering, traffic engineering, roadway design, public involvement, construction management, and plan quality control. She has contributed to a wide variety of projects for municipal clients across Colorado. Amy brings a collaborative approach to each project, understanding the variety of internal and external partners required to successfully deliver projects that meet all CCD, DEN, and stakeholder requirements. Amy emphasizes quality control and cross-discipline checks to ensure structural work is in alignment with roadway, phasing, hydraulics, and future widening considerations.

Project Experience

- UDOT, I-215; SR-201 to North Temple, Salt Lake City, UT — Structural Engineer
- City of Thornton, 136th Avenue Bridge Over Big Dry Creek, Thornton, CO — Project Manager
- City of Thornton, York Street over Big Dry Creek, Thornton, CO — Project Manager*
- City of Aurora, Laredo Street Bridge Over Highline Canal, Aurora, CO — Project Manager
- El Paso County, Timber Bridges Selection Report, El Paso County, CO — Project Manager and Structure Design Lead
- Elbert County, CR 162 Bridge Design, Kiowa, CO — Structural Engineer
- Elbert County, CR 150 Bridge Repair, Kiowa, CO — Structural Engineer
- City of Colorado Springs, Bridge Bundle for Polyester Concrete Overlays, Colorado Springs, CO — Project Manager*
- Oklahoma Turnpike Authority, John Kilpatrick Turnpike (JKT) Southwest Loop, Oklahoma City, OK — Structures Lead*

**Prior to joining Kimley-Horn*



DAVE LEISTIKO, PE

Bridge Design

Professional Credentials

- Master of Science, Civil Engineering, North Carolina State University
- Bachelor of Arts, Business Management, North Carolina State University
- Professional Engineer in CO (#40854), AZ, CA, KS, MO, NC, NV, OK, TX, UT, and WA

Professional Affiliations

- Arizona Association of County Engineers, Member

33 years of experience • 28 years with Kimley-Horn

Dave is a senior project manager and structural design engineer in Kimley-Horn's Structural Design Division with 33 years of total experience and 28 years of structural design experience. His focus has been planning and design, retrofit, and rehabilitation of structures, including vehicular and pedestrian bridges, foundation designs, retaining walls, storm water and floor control structures, and water/wastewater containment structures. Dave's responsibilities include type, size, and location reports for design and rehabilitation of structures, including performing calculations and plan preparations; reviewing shop drawings; observing project construction; conducting structural inspections; and preparing inspection reports. He is experienced in the design and analysis of steel, concrete, and masonry structures. Dave is well-versed with the requirements of the International Building Code (IBC), AASHTO LRFD Bridge Design Specifications, American Concrete Institute (ACI) Manual of Concrete Practice, and the American Institute for Steel Construction Manual.

Project Experience

- City of Colorado Springs, Union and Templeton Gap Bridge West Side Pedestrian Tunnel Drainage Solution Design, Colorado Springs, CO — Structural Lead
- City of Colorado Springs, Dublin Bridges Concept Report, Colorado Springs, CO — Project Engineer
- Arizona DOT (ADOT), SR 303L/Bell Road Traffic Interchange (TI) Underpass, Phoenix, AZ — Structural Engineer
- NDOT/Clark County, Turnberry Town Square Elevated Left-Turn, Clark County, NV — Structural Engineer
- Town of Gilbert, Ocotillo Road – Greenfield Road to Higley Road, Gilbert, AZ — Structural Engineer
- City of Colorado Springs, Bridge Maintenance Program, Colorado Springs, CO — Structural Lead



RANDALL PHELPS, PE, LEED AP

Civil

Professional Credentials

- Bachelor of Science, Civil Engineering, Colorado School of Mines
- Professional Engineer in CO (#35204)
- LEED AP (#679207F505)

29 years of experience • 22 years with Kimley-Horn

Randall has over 25 years of experience in a wide variety of civil engineering applications, including infrastructure improvements, complex redevelopments, residential and commercial mixed-use developments, hotels, universities, office, industrial distribution and manufacturing, and medical campuses. He is a strong leader with exceptional technical knowledge who provides mentorship and creative solutions throughout the entire project process. His broad technical expertise encompasses detailed grading applications, innovative stormwater approaches for various development challenges, and the development of alternative design strategies for sites where traditional approaches fail to deliver desired results. As an expert land development consultant, Randall plays a critical role on the project team and ensures quality products are delivered on schedule.

Project Experience

- DEN, West Approach, Denver, CO — Project Manager
- DEN, 2017 Landside On-Call, Denver, CO — Project Engineer
 - Snow Staging
 - I-70 Flyover
 - Deicing Services
- DEN, 40th Avenue and Airport Boulevard, Denver, CO — Project Manager
- DEN, 71st Avenue Drainage, Denver, CO — Project Engineer
- 56th and Tower, Denver, CO — Project Manager
- Kensington Development, Link 56, Denver, CO — Principal-In-Charge
- Patrinely, Block 162 Office, Denver, CO — Project Manager
- First Industrial, Aurora Commerce Center Metro District and 5 Buildings, Aurora, CO — Principal-in-Charge
- Pauls Corp and Sand Creek Metropolitan District, Gateway Park Buildings 21 through 28, Aurora, CO — Principal-in-Charge
- Prospect, Junction 72 Apartment Homes, Commerce City, CO — Project Manager
- Kroenke Properties, Victory Crossing Master Plan, Commerce City, CO — Project Manager



CHRISTINE HERRICK, PE, SE

Structural

Professional Credentials

- MS, Structural Engineering, Virginia Polytechnic Institution and State University
- BS, Civil Engineering, North Carolina
- PE in CO (#0057838), NC, UT, and NV
- Structural Engineer in UT and WA

Professional Affiliations

- ASCE, Member, Eastern Branch Past President
- Urban Land Institute, Urban Planner Volunteer

12 years of experience • 12 years with Kimley-Horn

Christine is a structural engineer with 11 years of experience in the design, condition assessments and restoration of conventional reinforced/posttensioned concrete and steel structures, and construction consulting. She has a strong background in serving clients on multi-disciplinary projects requiring high levels of coordination. Christine serves clients in market sectors including water/wastewater, transit, aviation, pharmaceutical manufacturing, laboratory, commercial office, and private and public development. Last year, she provided design and construction phase services for nine water/waste water infrastructure buildings, including pump stations, lift stations and pipe galleries in Colorado. She has performed dozens of condition assessments for structural steel and concrete structures across the nation. The maintenance plans that Christine produces have guided clients to successfully develop budgets to maximize the service life of the structure.

Project Experience

- Castle Pines Metropolitan District, Water Treatment Plant 7 MG Expansion, Castle Pines, CO — Structural Engineer
- City of Greeley, Non-Potable Irrigation Pump Stations, Greeley, CO — QA/QC Manager
- City of Louisville, Sid Copeland Water Treatment Plant Residuals Management, Louisville, CO — Structural Engineer
- Colorado Springs Utilities, LVSWRRF Influent Infrastructure, Colorado Springs, CO — Structural Engineer
- Manatee County, Lake Manatee WTP Improvements, Manatee County, FL — Structural Engineer
- University of Washington, South Garage Assessments, Seattle, WA — Structural Engineer
- Summit County Transit, Fleet Facility Headquarters Design and Engineering Plans for Fleet Storage Building and Site Design, Frisco, CO — Structural Engineer



RICK MUNTEAN, PLS
Fuel System



Professional Credentials

- Pennsylvania State University College of Business.
- Professional Land Surveyor (PLS) in CO (#38189)

13 years of experience • 28 years with 105 West

Rick has more than 28 years of surveying experience in boundary, topographic, and ROW surveying. His expertise includes ROW plans, topographic design surveys, geodetic control networks, ownership maps, data processing, and project management. Rick is recognized in his profession as a leading software authority. His software expertise includes AutoCAD Civil 3D, MicroStation, and Trimble Business Center.

Project Experience

- DEN, United Airlines Remote Aircraft Parking Project, Denver, CO — Surveyor
- DEN, Taxiway EE Project, Denver, CO — Surveyor
- DEN, Gate Apron Rehabilitation & Drainage Improvements (GARDI), Denver, CO — Surveyor



ROBERT MAESTAS
Survey



Professional Credentials

- BS, Surveying Engineering, New Mexico State University
- PLS in CO (#34986), AZ, NM, and UT

38 years of experience • 18 years with 105 West

Robert brings 38 years of surveying experience in boundary, topographic, and ROW surveys. His expertise includes ROW plans, topographic surveys, survey control diagrams, ownership maps, aerial mapping control, and project management. He has led the surveying effort for numerous transportation projects throughout Colorado.

Project Experience

- DEN, Runway 8-26 Complex Pavement Rehabilitation, Denver, CO — Surveyor
- DEN, Runway 16L-34R Survey Project, Denver, CO — Surveyor
- DEN, Pikes Peak Parking Lot, Denver, CO — Surveyor
- DEN, United Airlines Hangar Rehabilitation, Denver, CO — Surveyor



CHRISTINE RAJPAL, AIA, NCARB, LEED AP

Architecture

abstract

Professional Credentials

- Master of Architecture, University of New Mexico
- BS, Architectural Studies; University of Nebraska
- Licensed Architect in CO, AZ, AR, CT, FL, IL, MT, NV, NM, NY, NC, OR, TX, WA

Affiliations

- ACI
- ACC
- AAEE, AMAC, WTS

30 years of experience • 2 years with Abstract

With 30 years of experience in the built environment design industry, Christine is currently a Senior Project Architect and Regional Practice Manager for an integrated office of Aviation architects and designers. Christine is well respected for her thought leadership, attention to detail, high standard of excellence, and her management and communication skills.

Project Experience

- DEN, A/E On-Call Services Projects, Denver, CO — Program and Technical Manager, Architect of Record (AOR)
- DEN, Gate Expansion Program, B-East and C-East, Denver, CO — Program Delivery Leader, AOR
- Maryland Aviation Administration, BWI & MTN Comprehensive On-Call Design Services — Senior Architect and QA/QC
- City of San Antonio SAT, A/E On-Call — Buildings Project Delivery Leader, Senior Architect



MATT NUTTER, PE

Airfield Civil, Construction Administration

AERIS
ENGINEERING

Professional Credentials

- BS, Civil Engineering, Michigan State University
- PE (CO, TX)

Affiliations

- Colorado Airport Operators Association
- Northwest Chapter American Association of Airport Executives

26 years of experience • <1 year with Aeris

Matt has 26 years of experience in the design and construction of airport expansion and rehabilitation projects. His experience has included resource allocation, technical oversight, client coordination, quality control, and staff development. He has prepared design documents and provided resident engineering services for runways, taxiways, aprons, lighting systems, storm drainage facilities, and landside upgrades. He has also been involved as the owner's representative at DEN as a Design and Construction Project Manager as well as a Program Manager overseeing airfield design teams.

Project Experience

- DEN, Taxiway F & G Pavement, Lighting and Safety Area Rehabilitation, Denver, CO — Project Manager
- DEN, GARDI Program, Denver, CO — DEN Program Manager
- DEN, Taxiway EE Grading, Drainage and Paving, Denver, CO — Project Manager



LANDEN YASUDA, PE

Airfield Civil, Construction Administration



Professional Credentials

- BS, Civil Engineering, University of Colorado at Boulder
- PE (CO, AR, HI, IN, KY, LA, OH, OR, TN, TX, WA)

Affiliations

- Colorado Airport Operators Association
- Northwest Chapter American Association of Airport Executives

16 years of experience • <1 years with Aeris

Landen has over 16 years of design and field experience. He has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Landen has experience in preparing plans, FAA contract documents and specifications, engineer's estimates, pavement designs, drainage designs, and reviewing construction submittals and RFI's. He is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures, and Safety Risk Assessment (SRA) processes.

Project Experience

- DEN, GARD Program, Concourse A, Denver, CO — Project Manager
- DEN, Runway 17L-35R Rehabilitation, Denver, CO — Design Manager
- DEN, Taxiway EE Grading, Drainage and Paving, Denver, CO — Design Manager



MICHAEL FEENEY, PE

Cost Estimating



Professional Credentials

- MS, Civil Engineering, Construction Engineering, University of Washington
- BS, Civil Engineering, University of Tennessee
- PE in CO (#0063845), FL, and KY

Affiliations

- ASCE
- National Society of Professional Engineers

7 years of experience • 7 years with Connico

Michael has nearly 10 years of experience and is a licensed PE. He focuses on cost estimating, value integration, on-site construction administration, and project controls. For this project at DEN, Michael will be providing cost estimating for the projects that are included in the on-call.

Project Experience

- Los Angeles International Airport, Airfield and Terminal Modernization Program, Los Angeles, CA — Cost Estimator
- Cincinnati/Northern Kentucky International Airport, Airfield Pavement Rehabilitation, Hebron, KY — Cost Estimator
- Nashville International Airport, Terminal Access Road Improvements (TARI), Nashville, TN — Cost Estimator
- Raleigh-Durham International Airport, Lumley Road Relocation and John Brantley Boulevard Extension, Raleigh, NC — Cost Estimator



LISA HECKENDORN- BLAKE, PMP

Scheduling



Professional Credentials

- Bachelor of Science, Chemical Engineering, Grove City College
- Project Management Professional (PMP)

Affiliations

- American Association of Airport Executives (AAAE)
- Kentucky Aviation Association (KAA)
- Project Management Institute (PMI)

44 years of experience • 23 years with Connico

Lisa has more than 40 years of experience in planning, scheduling, budget development, cost/change management, construction management, and team coordination. She is highly experienced in performing under complicated and tight schedules requiring completion by a fixed deadline. Lisa utilizes software programs such as Oracle Primavera Cloud (OPC) software and Microsoft Project software for scheduling and will use the appropriate program for the scheduling needed for this on-call project at DEN.

Project Experience

- Los Angeles International Airport, Airfield and Terminal Modernization Program, Los Angeles, CA — Cost Estimator
- Cincinnati/Northern Kentucky International Airport, Runway 18C-36C Airfield Pavement Rehabilitation, Hebron, KY — Scheduling
- DEN, Annual Pavement Rehabilitation, Denver, CO — Scheduling



NICOLE DEN HERDER

Environmental, NEPA



Professional Credentials

- MS, Environmental Policy and Management, University of Denver
- BA, Communication, Central College
- NEPA (08/1999)
- Hazardous Materials Operations
- 8-Hour Hazardous Waste Refresher Course, OSHA 29 CFR 1910.120(e)(8)
- Facilitation Skills for Scientists and Resource Managers

25 years of experience • 12 years with ERO

Nicole is a NEPA specialist with experience since 1998 in environmental consulting and emergency response. She has prepared environmental documentation and coordinated activities under NEPA and has served as Project Manager on Environmental Impact Statements (EIS) and Environmental Assessments (EAs) for state and federal agencies. Nicole has substantial experience with the NEPA process, environmental laws, and state and federal policies and ensures that NEPA compliance documents are well written, accurate, and legally defensible.

Project Experience

- DEN, Pre-NEPA for Future Runway and Related Actions, Denver, CO — NEPA Project Manager
- Douglas County, Broadway & Highlands Ranch Parkway Intersection Improvements, Douglas County, CO — Environmental Project Manager
- CDOT Region 2 Bridge Bundle Project, Multiple Counties, CO — Project Manager



COURTNEY SOCKWELL

Environmental, NEPA



Professional Credentials

- BS, Geology, Environmental Science, Stephen F. Austin State University
- HAZWOPER, 1910.120(e) 40-Hour Hazardous Waste Operation and Emergency Response, with Annual 8-hour Refresher

24 years of experience • 20 years with ERO

Since 2000, Courtney has completed numerous Phase I and II Environmental Site Assessments (ESAs) and CDOT Initial Site Assessments. Courtney has extensive experience with Phase II ESAs to determine the type and extent of soil and/or groundwater contamination for sites contaminated with petroleum or chlorinated hydrocarbons, metals, pesticides, or herbicides. He has experience with soil and groundwater contamination delineation and characterization; soil, vapor, and groundwater sampling; remediation system design, installation, and operation; and solid and hazardous waste management.

Project Experience

- CCD, On-Call Environmental Services, Denver, CO — Project Manager
- Jefferson County, Ward Road Pedestrian Bridge, Plaza, and Greenway Trail, Jefferson County, CO — Environment Scientist
- Jefferson County, US Highway 6 and 19th Street Improvements, Jefferson County, CO — Environmental Scientist



LESLIE MOORE

Environmental



Professional Credentials

- MA, History, Historic Preservation Concentration, Colorado State University
- BA, History, Carleton College

Affiliations

- Colorado Preservation, Inc.
- National Trust for Historic Preservation
- American Society for Environmental History

6 years of experience • 1 year with ERO

Leslie is experienced in cultural resource management and public history. She has conducted historic building evaluations, cultural resource surveys, file and literature reviews, reconnaissance surveys, and extensive archival research. She has completed fieldwork in counties across the state of Colorado overseeing all facets of site documentation, application of the National Register of Historic Places (NRHP) evaluation criteria, along with report production.

Project Experience

- Boulder County, CO 7 Corridor System Level Planning Tool and SIU C Concept Study, Boulder County, CO — Historian/Architectural Historian
- Boulder County, 28th and Colorado Protected Intersection, Boulder County, CO — Historian/Architectural Historian
- Douglas County, Broadway and Highlands Ranch Parkway Improvements, Douglas County, CO — Historian/Architectural Historian



MARIE RUSSO, PWS

Environmental, NEPA



Professional Credentials

- BA, Biology, Illinois Wesleyan University
- MS, Conservation Biology and Sustainable Development, University of Wisconsin at Madison
- Professional Wetland Scientist (#3573)
- Running Buffalo Clover US Fish and Wildlife Service Approved Surveyor
- Wetland Delineation Certification Program

13 years of experience • 5 years with ERO

Marie is experienced with wetland delineations, section 404 wetland permitting, natural resource assessments, vegetation mapping, mitigation monitoring, and threatened and endangered species assessments, including species specific surveys and coordination with the U.S Fish and Wildlife Service (USFWS) concerning necessary survey protocols for ESA compliance. She assists clients with obtaining Clean Water Act (CWA) Section 404 Nationwide, Regional, and Individual permits, and completes wetland restoration designs for mitigation plans for stream improvement projects.

Project Experience

- DEN, NEPA for Future Runway and Related Actions, Denver, CO — Lead Wetland Delineator and Ecologist
- Mile High Flood District, Cherry Creek at Scott Avenue Stream, Douglas County, CO — Lead Wetland Delineator and Ecologist



MARINA HANSEN, EI

Landside SUE



Professional Credentials

- BS, Civil Engineering, Colorado School of Mines
- Engineer in Training (EIT)
- ACEC Mid-level Leaders, 2024-2025
- UESI Utility Investigation School, 2022

4 years of experience • 3 years with Goodbee

Marina provides utility design and coordination for transportation and public infrastructure projects in Colorado. She develops AutoCAD and ORD deliverables that are consistent with CCD, RTD, CDOT and local agency standards for utility, traffic control, and other civil plans. She verifies utility information through a combination of record review and cross-examination with utility owners, leveraging her relationships and institutional knowledge. She excels at design loops, ensuring early coordination between different projects in the same area, preventing surprises during construction.

Project Experience

- CCD, City of Aurora, East Colfax BRT, Denver and Aurora, CO — SUE Investigator
- CDOT, US 6 Wadsworth Interchange, Jefferson County, CO — Utilities
- CCD, Mississippi Avenue over South Platte Bridge Replacement, Denver, CO — SUE Lead



HAI MING LIM, PE

Geotechnical



Professional Credentials

- MS, Civil Engineering, Specializing in Geotechnical, University of Oklahoma
- BS, Civil Engineering, University of Oklahoma
- PE in CO (#51650), OK, and TX

26 years of experience • 5 years with Granite

Ming brings 26 years of civil and geotechnical engineering experience. He has provided services for multiple owners, consultants, contractors, municipalities, DOTs, and FHWA, with project scales ranging from small building development to large transportation projects. His areas of expertise include geotechnical exploration, in-situ testing, shallow and deep foundation engineering, soil structure interactions, earth retention structures (cast-in-place, MSE, soil nail, tangent and secant pile, soldier pile, sheet pile, shoring), slope stability and remediation, pavement engineering, forensic study, detention structures analyses, and construction engineering.

Project Experience

- DEN, Taxiway EE, Denver, CO — Senior Project Manager, Technical Lead
- DEN, Soil Nail Wall Repair, Denver, CO — Technical Lead
- CDOT, I-270 Critical Bridge Replacement, Commerce City, CO — Geotechnical Lead



XUHUI CHANG, PE

Geotechnical



Professional Credentials

- PhD, Geotechnical Engineering, University of Arkansas
- MS, Geotechnical Engineering, Zhejiang University
- BS, Civil Engineering, Shanghai Tiedao University
- PE in OK and TX

21 years of experience • 3.5 years with Granite

Xuhui has 21 years of experience in providing geotechnical engineering services for variety of vertical and horizontal project. Xuhui specializes in variety of foundation design, pavement analysis, slope stability analysis and earthwork.

Project Experience

- DEN, United Airlines Remote Aircraft Parking Pad, Denver, CO — Senior Project Engineer
- DEN, Soil Nail Wall Repair, Denver, CO — Senior Project Engineer
- DEN, Southwest GUB and Cargo Buildings, Denver, CO — Senior Project Engineer
- CDOT, I-225 Widening, Denver, CO — Senior Project Engineer



RYAN KELZENBERG,
PE, PTOE
Traffic



Professional Credentials

- BS, Civil Engineering, University of Minnesota
- Associate of Applied Science, Civil Engineering Technology, Lake Superior College
- PE in CO (#57091)
- Professional Traffic Operations Engineer (PTOE)

Affiliations

- ITE, Member
- WTS, Member

13 years of experience • 4 years with Ironstride

Ryan specializes in design for traffic and ITS projects. He is proficient in working with MicroStation and AutoCAD and has worked on many design projects varying in size and delivery methods for CDOT and local agencies throughout Colorado. His design experience includes the full spectrum of ITS devices, fiber networks and splicing, traffic signals, signing and striping, construction phasing, and temporary traffic control. Ryan also has experience working with construction management crews, where he has completed field review for design projects, field inspections, and local field operations testing.

Project Experience

- DEN, Peña Blvd (Jackson Gap to Terminals), Adams County — Traffic Design Lead
- E-470, E-470 (I-70 to 104th), Aurora — Fiber and Tolling Design Lead and QA/QC for Construction Phasing



LOU DAVENPORT,
PE, PTOE
Traffic



Professional Credentials

- BS, Engineering, Calvin University
- PE in CO (#47989), MI, and WA
- PTOE

Affiliations

- ITE, CO/WY Section Past President, Mentor
- WTS, Member

23 years of experience • 7 years with Ironstride

Lou specializes in design for fiber/communications networks and a wide variety of ITS technologies, such as Variable Message Signs (VMSs), CCTVs, weather stations, tolling equipment, and more. Lou also brings a wealth of experience with traffic signal design, signing and striping design, construction phasing, and construction management oversight.

Project Experience

- CDOT Region 1, Central 70, Denver, CO — Tolling and ITS Lead
- CCD, Smith and Sandown Bridges over Quebec, Denver, CO — Fiber Design, Construction Phasing
- CDOT, C-470 Corridor, Denver, CO — Owner's Representative during Design and Construction of Traffic Engineering and Technology
- CDOT, US 36 Corridor, Denver, CO — Owner's Rep during Design and Construction of Traffic Engineering and Technology



CHELSEA ADKISSON, PE

Environmental



Professional Credentials

- BS, Civil Engineering, Colorado State University
- PE in CO
- CDOT SWMP Preparer

Affiliations

- ACEC, Member
- WTS, Member

13 years of experience • 2.5 years with Peak

Chelsea is a dedicated, detail-oriented, and highly organized project manager and engineer with a strong background in client services. Chelsea has design experience across multiple platforms including OpenRoads, InRoads, and Civil3D. She delivers creative and efficient solutions and is experienced meeting the needs of a variety of clients. Chelsea collaborates with a wide range of clients, stakeholders, and other design professionals to deliver projects efficiently.

Project Experience

- DEN, Peña Boulevard NEPA and Design, Denver, CO — Project Manager
- DEN, On-Call Environmental and Sustainability Planning, Denver, CO — On-call Project Manager
- DEN, Libra Tributary Wingwall Repair, Denver, CO — Environmental Project Manager



JOSHUA SIDON, PHD

Environmental



Professional Credentials

- PhD, Economics, University of Colorado, Boulder
- MA, Economics, University of Colorado, Boulder
- BS, Civil and Environmental Engineering, University of Michigan

18 years of experience • <1 year with Peak

Josh brings 18 years of experience in environmental compliance and NEPA, including 5 in the private sector and 13 years with the federal government. His experience includes NEPA and related programs oversight at the US Forest Service and as a subject matter expertise on social, economic, and environmental justice issues. Josh's experience spans a wide range of activities implemented by land, resource, and transportation agencies across the US.

Project Experience

- DEN, Denver International Airport (DEN) Guardrail Improvement at Peña Boulevard, Denver, CO — Pre-NEPA Environmental Manager
- CCD, Globeville and Elyria-Swansea Safer Streets, Denver CO — Environmental Project Manager
- FHWA/CDOT, I-270 Corridor Improvements Project, Commerce City, CO — Planning and Environmental Specialist

RFP No. 202580614 // September 18, 2025



JENNIFER HALE, ENV SP

Environmental



Professional Credentials

- BS, Ecology and Evolutionary Biology, University of Arizona
- AA, General Studies, Central Arizona College
- ENV SP
- ISI Envision® Verifier
- Natural Capitalism Solutions, Sustainability Leadership and Implementation
- ISO Lead Auditor

25 years of experience • 3.5 years with Pinyon

Jennifer is a results-driven sustainability professional with over 25 years of expertise in driving sustainable, resilient, and equitable infrastructure solutions for municipal and airport clients. As an Envision Sustainability Professional (ENV-SP) and ISI Verifier with deep expertise in the ISI Envision® Framework, she excels at leading multidisciplinary teams through structured facilitation to develop tailored sustainability and resilience strategies that align with each project's unique needs. She has successfully guided more than a dozen Envision projects for DEN, CCD, and Adams County.

Project Experience

- DEN, Runway 17L-35R Rehabilitation Project (Packages 1&2) Envision, Denver, CO — Sustainability Lead
- DEN, Design of Economy Parking Lot Pavement Rehabilitation, Denver, CO — Environmental



JILLIAN MAUER

Environmental, NEPA



Professional Credentials

- BA, Environmental Studies, Emphasis in Natural Science, Connecticut College
- 40 Hour OSHA HAZWOPER, 8-hour Refresher, Colorado
- CDOT Transportation Erosion Control Supervisor
- CPR/AED Training
- 38-Hour USACE Wetland Delineation Training
- FACWet CDOT Training

17 years of experience • 13 years with Pinyon

Jillian has more than 17 years of experience specializing in environmental permitting and NEPA documentation for roadway, transit, and aviation projects. She has extensive experience managing CatEx projects and numerous EAs for large scale projects. Jillian has both managed and completed technical evaluations for NEPA-related resources, including hazardous materials, Section 4(f) and (f), historic, biological, and wetlands/waters.

Project Experience

- DEN, Peña Boulevard Design Build, Denver, CO — Environmental
- Mayor's Office of the National Western Center, National Western Redevelopment Project – Construction Management, Denver, CO — Environmental Compliance Lead
- CDOT, CatEx Documentation, Various, CO — Environmental Project Manager



ROB BOGAN
Electrical



PK Electrical, Inc.
 ENGINEERING | DESIGN | CONSULTING

Professional Credentials

- BS, Business Administration, Platt College
- AS, Electronics Engineering, Aurora Community College

Affiliations

- Building Industry Consulting Services International (BICSI)

35 years of experience • 7 years with PKE

Rob is experienced in the planning, design, and implementation of all technology/communications systems. His special systems experience includes technology infrastructure, CCTV and access control, fire alarm, life-safety, data, and audio/visual integration. Rob has also created corporate and educational design standards and guidelines for Special Electronic Systems and provided peer reviews for corporate, educational, and aviation technology systems. Rob has worked at DEN consistently over the past 7 years, during which time he has become adept in producing designs per DEN's Design Standards Manual for Communications and Life Safety.

Project Experience

- DEN, B and C East Concourse Expansion, Denver, CO — Technology Project Manager
- DEN, American Airlines Relocation, Denver, CO — Technology Project Manager



ZACK JERIGAN, PE
Electrical



PK Electrical, Inc.
 ENGINEERING | DESIGN | CONSULTING

Professional Credentials

- BS, Electrical Engineering, Texas Tech University
- PE in CO (#0055627) and NV

Affiliations

- National Fire Protection Association, Member, International Association of Electrical Inspectors, Member

18 years of experience • 9.5 years with PKE

Zack is a highly skilled electrical engineer with extensive expertise in design and construction administration. His proficiency spans power, lighting, and communications systems design, ensuring seamless integration of electrical solutions. In addition to performing design work and complex calculations for power distribution, lighting, and utility coordination, Zack serves as a key liaison, fostering strong collaboration with the design team. He oversees every aspect of the project, from scope development to schedule and budget management.

Project Experience

- DEN, Runway 16R-34L Rehabilitation, Denver, CO — Electrical Design Engineer
- DEN, West Gates DIW Pond Expansion, Denver, CO — Electrical Design Engineer
- DEN, Security Guardhouse Replacements, Denver, CO — Electrical Design Engineer



MATT SPROLES

Fuel Systems



Professional Credentials

- BS, Architectural Engineering, University of Colorado
- MA, Real Estate and the Built Environment, University of Denver

Affiliations

- Associated Design-Build Professional (DBIA)

16 years of experience • 14 years with Swanson Rink

Matt Sproles has over a decade of experience managing complex projects for aviation facilities. He leads not only the Swanson Rink engineering design team but also provides leadership and overall direction for subconsultants under multiple disciplines. He is responsible for maintaining project controls including meeting budgets and adhering to scheduling constraints that require innovative solutions to design and construction problems.

Project Experience

- DEN, GARDI Renovation, Denver, CO — Project Manager
- DEN, Concourse A East Jet Fuel Distribution Relocation, Denver, CO — Project Manager
- DEN, Airfield On-Call, Denver, CO — Project Manager
- DEN, Great Hall, Denver, CO — Project Manager



MICHAEL MINEAR

Fuel Systems



Professional Credentials

- BS, Mechanical Engineering University of Colorado, Denver
- PE in CO (#36677)

30 years of experience • 30 years with Swanson Rink

Michael has 30 years of experience as a mechanical engineer. He is responsible for mechanical design for new construction and renovation projects for airports and mission critical facilities. He has extensive experience with fueling design, and his expertise includes design for installation of new fuel pits, including Emergency Fuel Shut Off (EFSO), Cathodic Protection, and Grounding.

Project Experience

- DEN, Gate Apron Rehabilitation, Denver, CO — Lead Mechanical Engineer
- DEN, Concourse C West Apron Fueling, Denver CO — Lead Mechanical Engineer
- DEN, Concourse A East Jet Fuel Distribution Relocation, Denver CO — Lead Mechanical Engineer.
- DEN, Gate A39 Fuel Pit, Denver, CO — Lead Mechanical Engineer



CHINTAN JHAVERI, PE

Airside and Landside Civil



Professional Credentials

- MS, Civil Engineering, University of Utah
- BS, Civil Engineering, S.V. National Institute of Technology
- PE in CO (# 0052079), AZ, NV, TX, and UT

Affiliations

- AAEE, Member
- ACEC, Member
- American Public Works Association (APWA)

22 years of experience • 12 years with Ironstride

Chintan has 20 years of progressive experience in design and project management of airside and landside aviation facilities, roadway, and traffic engineering projects. His aviation experience includes management and design experience of airfield infrastructure and facilities design projects including terminal improvements, apron pavement rehabilitation, infield paving, utility improvements, security fencing and service roads for commercial and general aviation applications. He has extensive experience working at commercial and general aviation airports and a thorough knowledge of FAA standards and Advisory Circulars.

Project Experience

- DEN, Pikes Peak Parking Restoration, Denver, CO — Civil Engineer
- DEN, Level 5A Deck Rehabilitation, Denver, CO — Civil Support, Construction Phasing, Erosion Control



GREG SHAW, PE

Airside and Landside Civil



Professional Credentials

- MBA, Arizona State University
- BS, Civil Engineering, University of Arizona
- PE in CO (#0062591), AZ, CA, and TX

Affiliations

- ACEC, Member

16 years of experience • 12 years with TRACE

Greg has 16 years of experience in leading engineering design for airside and landside aviation facilities and municipal projects. He has worked on many airfield projects and is knowledgeable in FAA Advisory Circulars. Greg is a specialized expert in modeling aircraft movements, having led and conducted design of improvements within runway and taxiway safety areas, infields, aprons, grading, geometrics, pavement reconstruction, wet utility design, and preparation of construction bid documents.

Project Experience

- DEN, Pikes Peak Parking Restoration, Denver, CO — Civil Engineer
- DEN, Level 5A Deck Rehabilitation, Denver, CO — Civil Support, Construction Phasing, Erosion Control
- DEN, 17R/35L Rehabilitation, Denver, CO — Airfield Pavement Markings, Erosion Control



**JENN NIELSON, PE, PMP,
DBIA
SUE**



Professional Credentials

- BS, Civil Engineering, San Diego State University
- PE in CO (#43646)
- Designated Design Build Professional, The Design Build Institute of America
- CDOT Transportation Erosion Control Supervisor #17703
- Project Management Professional

Affiliations

- WTS, Member

18 years of experience • 4 years with Triunity

Jenn has over 18 years of progressive experience working with global engineering leaders on large design-build engineering projects. She has a strong understanding of design plans, standards, specifications, materials, and construction manuals. Her expertise spans various areas, including federal, state, and municipal projects, as well as light rail, commuter rail, freight rail, transportation, and utilities. Jenn's design engineering experience covers highways, transit, traffic, buildings, water, and field operations.

Project Experience

- City of Aurora, Havana Street, 11th Avenue, and Del Mar Parkway Intersection Improvements, Aurora, CO — SUE Coordination
- CCD, High Line Canal Underpass and Yale Widening Project, Denver County and Arapahoe County, CO — SUE Coordination
- Town of Castle Rock, Four Corners Intersection Improvement Project, Castle Rock, CO — SUE Coordination



SAM SHERWOOD, PE
Geotechnical



Professional Credentials

- BS, Civil Engineering, University of Florida, Gainesville
- PE in CO (#0037244), MT, NE, NM, SD, and WI

32 years of experience • 15 years with Yeh

Sam has 32 years of civil engineering experience in a variety of projects. Her areas of expertise include geotechnical investigations, earth retention structures, ground treatment, slope stabilization, geotechnical instrumentation, drilled shaft and pile foundations, subgrade stabilization, and construction engineering services.

Project Experience

- DEN, Landside Improvements, Denver, CO — Project Manager
- Aviation, Wray Municipal Airport Pavement Assessment, Wray, CO — Project Manager
- Horrocks, Weld County CR 66 and 41 Intersection Design, Weld County — Project Manager
- City of Greeley, 10th Street, 23rd Avenue to 26th Avenue and 35th Avenue to 30th Avenue Phase 2, Greeley, CO — Project Manager

RFP No. 202580614 // September 18, 2025



BOB LAFORCE, PE

Geotechnical



Professional Credentials

- BS, Chemistry, Louisiana State University, Baton Rouge
- PE in CO (#0019192))

53 years of experience • 21 years with Yeh

Bob has extensive experience working for DEN Landside projects. He was manager of the initial Paver7 evaluation of most of the Landside pavements, excluding parking lots, completed with Muller Engineering, so he is familiar with the subgrade and paving materials and their performance histories. He has designed a number of pavements, both concrete and asphalt and some concrete pavements for DEN in addition to the Pikes Peak Concrete overlay. He is familiar with DEN processes and requirements for pavement rehabilitation and design.

Project Experience

- DEN, Pikes Peak Parking Lot, Denver, CO — Senior Materials Manager
- DEN, Landside Pavement Assessment, Denver International Airport, Denver, CO — Senior Materials Manager
- DEN, Level 5 North Roadway Expansion Joint Project, Denver International Airport, Denver, CO — Senior Materials Manager

Exhibit F

Proposal Forms

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

City and County of Denver
Denver International Airport

Proposer: Kimley-Horn and Associates, Inc. Date: 9/18/2025

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

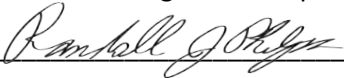
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: Addendum 1 (8/25/2025), Addendum 2 (9/11/2025), Addendum 3 (9/12/2025)

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

Signature: 

Type or print name: Randall Phelps, PE, LEED AP

Proposer's Business Address: 6200 South Syracuse Way, Suite 300, Greenwood Village, CO 80111

E-mail address: randall.phelps@kimley-horn.com

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: Kimley-Horn and Associates, Inc. 9/18/2025Proposer Address: 6200 South Syracuse Way, Suite 300, Greenwood Village, CO 80111Phone: 970.852.6866 Fax N/AEmail: michael.witiw@kimley-horn.comFederal Identification Number: 56-0885615Principal in Charge (Name & Title): Randall Phelps, PE, LEED AP (Senior Vice President)Project Manager for this RFP (Name & Title): Mike Witiw, PE (Civil Engineer)Equal Employment Opportunity Officer: Joy Pado, Senior Vice President

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

National Union Fire Insurance Company of Pittsburg: Commercial General Liability, Automobile Liability | **Allied World Assurance Company (US) Inc.:** Umbrella Liability | **New Hampshire****Insurance Company:** Workers Compensation, Employer's Liability | Lloyds of London: Professional Liability

**Parent Company Information
(If Applicable)**

Name of Company: Associates Group Services, Inc.Address: 30001 Weston Parkway, Cary, Wake County, NC 27513Phone: 919.677.2000 Fax: 916.677.2050Contact Person: N/A

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: North Carolina

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):

Office of the Secretary of State of the State of Colorado, formation is 07/07/1992.

Identification number 19921067641, verified in good standing 01/22/2025.

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,

KIMLEY-HORN AND ASSOCIATES, INC.

is an entity formed or registered under the law of North Carolina , 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 19921067641 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 01/21/2025 that have been posted, and by documents delivered to this office
electronically through 01/22/2025 @ 10:17:41 .

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 01/22/2025 @ 10:17:41 in accordance with applicable law.
This certificate is assigned Confirmation Number 16919175 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

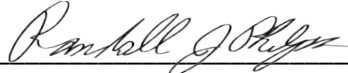
1. Company Name: San Antonio Airport
Contact: Stephanie Kranich, Project Manager
Project Title: SAT Airfield Safety Enhancements and Improvements Program
Email: stephanie.kranich@sanantonio.gov
Phone Number: 210.207.3819

2. Company Name: Phoenix Sky Harbor International Airport
Contact: Mark Pilwallis, Project Manager
Project Title: PHX Sky Train, Taxiway U
Email: mark.pilwallis@phoenix.gov
Phone Number: 602.684.3335

3. Company Name: Metropolitan Airports Commission
Contact: Ashley Vlasak, Senior Project Manager, Airport Development
Project Title: MSP On-Call
Email: ashley.vlasak@mspmac.org
Phone Number: 612.467.0534

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 Senior Vice President

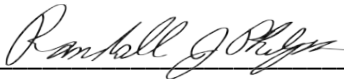
Print Name Randall Phelps, PE, LEED AP

Date September 18, 2025

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**City and County of Denver
Denver International Airport
(Please use this form)**

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

The undersign affirms that Kimley-Horn and Associates, 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 Senior Vice President

Print Name Randall Phelps, PE, LEED AP

Date September 18, 2025

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

A. Kimley-Horn and its subsidiaries have provided services across all fifty states and internationally. As a result, we are occasionally subject to legal proceedings in the ordinary course of business.

While it is not practical to provide a comprehensive list, we confirm there are no pending matters in Colorado that would materially impact our financials or our ability to serve clients. Two complaints have been filed within the past three years; both have been settled and closed. Generally, these matters are covered by insurance and are considered to be without merit.

- Peter Ridulfo v KIMCO Realty Corporation, et al; District Court, City and County of Arapahoe, Colorado; Cause No. 2022CV30814; filed 2022; alleged personal injuries claimed due to trip and fall incident; settled; closed 2023

- Spirit Hounds, LLC v Kimley-Horn and Associates, Inc.; Case No. 2024CV30244; In the District Court of Boulder County, Colorado; filed 2024; alleged economic loss; settled; closed 2024

B. Kimley-Horn has not filed for protection under the laws of the US Bankruptcy Code within the last 10 years

C. Kimley-Horn's principals or key employees, presently, or in the past, have not been involved in any debarment or suspension proceedings.

D. Kimley-Horn's principals or key employees have not been convicted of a bid related crime or violation, and have not been convicted of a felony in any jurisdiction within the last five years.

E. Dun and Bradstreet Identification Number: 061099131

F. Kimley-Horn is not a publicly held company.

G. Kimley-Horn is aware other documentation may be necessary during contract negotiation or during the term of the executed agreement.