

## 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 **V-1 CONSULTING, LLC**, a Colorado limited liability company authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain on-call professional integrated project management support services (IPMSS); and

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

**WHEREAS**, Consultant’s proposal was selected for award of the Integrated Project Management Support Services (IPMSS) - Infrastructure SBE Project (the “**Project**”); and

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

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

#### 1. LINE OF AUTHORITY:

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

#### 2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

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

to the Scope of Work without change to the Maximum Contract Amount.

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

**C. Standard of Performance.**

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

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

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

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

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

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

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

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

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

**F. Subcontractors.**

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

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

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

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

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

**G. Personnel Assignments.**

i. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement ("Key Personnel") unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its

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

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

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

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

### **3. OWNERSHIP AND DELIVERABLES:**

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

### **4. TERM AND TERMINATION:**

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

two (2) one (1)-year options to extend, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

**C. Suspension and Termination.**

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

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

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

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

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

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

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

in Section 4(C)(vi) below.

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

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

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

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

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

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

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

## **5. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and Zero Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Consultant acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement

nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

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

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

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

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

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

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

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

**I. Carry Over.** If Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used

for additional and related services rendered by Consultant if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

**6. SBE, WAGES AND PROMPT PAYMENT:**

**A. Small Business Enterprise.**

i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-117 to 28-199 D.R.M.C. (the “**Goods and Services Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. In accordance with § 28-142, D.R.M.C., Consultant shall self-perform a commercially useful function of no less than fifty percent (50%) of the Work under this Agreement with their own forces. Consultant shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* (“**EDI Plan**”) and as it may be modified in the future by DSBO.

ii. Under § 28-146, D.R.M.C., Consultant has an ongoing, affirmative obligation to comply with the SBE defined selection pool requirements and self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification affecting Consultant’s Scope of Work under this Agreement through change order or contract amendment under § 28-147, D.R.M.C. Consultant acknowledges that:

a. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess Consultant’s compliance with the defined selection pool requirements and self-performance requirements.

b. Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases under § 28-147, D.R.M.C., regardless of whether such increase or decrease in Scope of Work has been reduced to writing at the time of notification of the change to the City. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the Scope of Work designated for performance by the Consultant, shall be promptly submitted to the DSBO.

c. Consultant shall achieve defined selection pool and self-performance requirements by performing such work as required under the contract and the Goods and Services Ordinance.

d. Consultant shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. Consultant shall not, during the term of this Agreement:

i. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or



ii. Modify or eliminate all or any portion of the Scope of Work based on the Contract as awarded, unless otherwise directed by the City.

e. Failure to comply with these provisions may subject Consultant to sanctions set forth in § 28-150 of the Goods and Services Ordinance.

f. Should any questions arise regarding SBE and DSBO requirements, Consultant should consult the Goods and Services Ordinance, or may contact the DSBO representative at (720) 913-1999.

**B. Prompt Pay of SBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-225 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-225 with regard to payments by Consultant to SBE subcontractors. If D.R.M.C. § 28-225 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

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

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

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

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

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

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

**D. City Minimum Wage.** To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not

limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**E. City Prompt Pay.**

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

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

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

**8. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

**9. DISPUTES:**

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

## **10. GENERAL TERMS AND CONDITIONS:**

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

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

### **C. Compliance with all Laws and Regulations.**

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

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

### **D. Compliance with Patent, Trademark and Copyright Laws.**

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

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

**E. Notices.**

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

by Consultant to:

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

And by the City to:

Attn: Abel Garcia  
V-1 Consulting, LLC  
528 Clayton Street, Suite B  
Denver, CO 80206

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

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

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

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

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

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

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

**K. Cooperation with Other Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:**

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

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

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

### **D. Colorado Open Records Act.**

i. Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("**CORA**"), C.R.S. §§ 24-72-201 et seq., and Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Consultant asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement



notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

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

#### **E. Examination of Records and Audits.**

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

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

related to a federal grant program.

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

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

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

**H. Conflict of Interest.**

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

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

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

iv. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates

performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

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

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

ii. The Consultant certifies that:

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

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

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

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

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

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

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

## **12. SENSITIVE SECURITY INFORMATION:**

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

## **13. DEN SECURITY:**

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

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

## **14. FEDERAL RIGHTS:**

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

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

**15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

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

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

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G

**16. CITY EXECUTION OF AGREEMENT:**

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

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

record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202262948-00  
**Contractor Name:** V-1 Consulting, LLC

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-202262948-00  
V-1 Consulting, LLC

By: DocuSigned by:  
*Abel Garcia*  
E6944ECEB8B5489... \_\_\_\_\_

Name: Abel Garcia  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## **Appendix No. 1**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

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

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

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

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

of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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



# EXHIBIT A

## Scope of Work



**AIM DEVELOPMENT**  
INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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## 1 INTRODUCTION

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

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

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

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

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

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



## AIM DEVELOPMENT

### INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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

## 2 CONTRACT REQUIREMENTS

### 2.1 GENERAL

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

## 3 PROJECT SERVICES

### 3.1 PROJECT STAFFING PROCESS

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



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Consultant's multiplier.

### **3.2 DEFINE PHASE**

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

### **3.3 DESIGN PHASE**

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





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



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



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

## 3.4 BUILD PHASE

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



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



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



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

## 3.5 CLOSEOUT / OCCUPANCY PHASE

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



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

## 3.6 REPORTING AND DOCUMENTATION

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



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

## 4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

### 4.1 GENERAL

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





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

## 5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

### 5.1 PERSONNEL

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



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

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

## 6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

### 6.1 GENERAL

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



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

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

## 7 REFERENCED FORMS/DOCUMENTS

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

**END OF EXHIBIT**

**EXHIBIT B**  
**RATES**



# EXHIBIT B

Prime Consultant	V-1 Consulting, Inc.
DEN Contract Number	202262948
DEN Contract Name	Integrated Project Management Support Services - Infrastructure -
Project Name	Integrated Project Management Support Services - Infrastructure -
Project Number	202262948
MWBE / SBE Contractual Goal	30%

## Core Staff Rates

	Company Name	Prime / Sub-Constructor	Name	Position	Fully Burdened Rate
1	V-1 Consulting, Inc.	Prime	Scott Johnson	Project Manager Functional IV	\$247.97
2	V-1 Consulting, Inc.	Prime	Hunter Wardlaw	Project Manager Functional IV	\$219.77
3	V-1 Consulting, Inc.	Prime	Seth Johnson	Project Manager Functional III	\$216.39
4	V-1 Consulting, Inc.	Prime	Octavia Gafford	Contract Administrator II	\$102.46
5	V-1 Consulting, Inc.	Prime	Kaitlin Doherty	Project Manager Functional III	\$197.17
6	V-1 Consulting, Inc.	Prime	Shawn Williams	Contract Administrator II	\$141.79
7	HDR Engineering, Inc.	Sub-Contractor	Michael Witiw	Project Manager Functional IV	\$264.00
8	HDR Engineering, Inc.	Sub-Contractor	Brian Lincoln	Project Manager Functional III	\$187.00
9	HDR Engineering, Inc.	Sub-Contractor	Chau Nguyen	Project Manager Functional IV	\$278.00
10	HDR Engineering, Inc.	Sub-Contractor	Sandy Beazley	Project Manager Functional IV	\$248.00
11	HDR Engineering, Inc.	Sub-Contractor	Marty Droze	Engineer III	\$128.00
12	HDR Engineering, Inc.	Sub-Contractor	Nelson Ekeh	Engineer III	\$135.00
13	HDR Engineering, Inc.	Sub-Contractor	Sam Tollette	Engineer I	\$100.00
14	HDR Engineering, Inc.	Sub-Contractor	Maria Barraza	Engineer II	\$123.00
15	HDR Engineering, Inc.	Sub-Contractor	Nicholas Stauch	Engineer III	\$125.00
16	HDR Engineering, Inc.	Sub-Contractor	Breanna Hedges	Engineer I	\$115.00
17	HDR Engineering, Inc.	Sub-Contractor	Katie Beardslee	Engineer I	\$115.00
18	Shrewsberry & Associates, LLC	Sub-Contractor	Matthew Nutter	Project Manager Functional IV	\$254.43
19	Shrewsberry & Associates, LLC	Sub-Contractor	Alexandra Tweedle	Project Manager Functional III	\$206.37
20	Shrewsberry & Associates, LLC	Sub-Contractor	Landen Yasuda	Project Manager Functional III	\$205.37
21	Shrewsberry & Associates, LLC	Sub-Contractor	Alfonso Vargas	Project Manager Functional III	\$186.92
22	Shrewsberry & Associates, LLC	Sub-Contractor	Bradley Frederick	Project Manager Functional IV	\$224.18
23	Shrewsberry & Associates, LLC	Sub-Contractor	Benjamin McCoy	Project Manager Functional II	\$122.87
24	Shrewsberry & Associates, LLC	Sub-Contractor	Laila Tucker	Project Manager Functional II	\$120.00
25	Basis Partners	Sub-Contractor	Hayden Rupe	Project Manager I	\$90.00
26	Basis Partners	Sub-Contractor	Brittany Boyer	Contract Administrator II	\$95.00
27	Basis Partners	Sub-Contractor	Regina Guccione	Project Manager I	\$100.00
28	Basis Partners	Sub-Contractor	Keith Given	Engineer II	\$100.00
29	Basis Partners	Sub-Contractor	Sofia Montgomery	Contract Administrator II	\$100.00
30	Basis Partners	Sub-Contractor	Sally Witteveen	Contract Administrator II	\$100.00
31	Basis Partners	Sub-Contractor	Lauren Morgan	Engineer II	\$105.00
32	Basis Partners	Sub-Contractor	Jack Patton	Engineer II	\$110.00
33	Basis Partners	Sub-Contractor	Allison Ako	Engineer IV	\$125.00
34	Basis Partners	Sub-Contractor	Jason Walton	Project Manager Functional II	\$130.00
35	Basis Partners	Sub-Contractor	Sarah Norris	Project Manager Functional II	\$130.00
36	Basis Partners	Sub-Contractor	Alan Van der Woerd	Engineer V	\$165.00
38	Basis Partners	Sub-Contractor	David Ziegler	Project Manager Functional II	\$170.00
39	Basis Partners	Sub-Contractor	Michael Gillen	Project Manager Functional III	\$175.00
40	Basis Partners	Sub-Contractor	Dan Dahlke	Project Manager Functional III	\$190.00
41	Basis Partners	Sub-Contractor	Joe Roerkohl	Engineer VII	\$195.00
42	Basis Partners	Sub-Contractor	Steven Vander Giessen	Engineer VII	\$210.00
43	Basis Partners	Sub-Contractor	Chris Jennings	Project Manager Functional IV	\$210.00
44	Basis Partners	Sub-Contractor	Alex Pellegrino	Project Manager Functional IV	\$215.00
45	Basis Partners	Sub-Contractor	Derek Phipps	Project Manager Functional IV	\$215.00
46	Basis Partners	Sub-Contractor	Jason Bonini	Project Manager Functional IV	\$215.00

<b>SUBMITTAL 2</b>					
<b>Overhead / Multiplier Factor Calculation - Professional Services Agreements</b>					
<b>Proprietary and Confidential Information - Do Not Release</b>					
Consultant's Name:		V-1 Consulting			
Project Name & Number:		IPMSS			
Project Number:					
Financial Information for the Year Ended:		12/31/2022		<i>Data Entry in yellow cells only</i>	
<b>Based of the % Direct Labor split</b>					
Account Description	Income Statement Amount Incurred	Adjustments +/- Explanation Required	Adjusted Income Statement Amount	Office Overhead	Field Overhead
<b>A Overhead (Indirect) Expenses:</b>					
Indirect Labor - Management & Administrative	\$ 491,386		\$ 491,386	\$ -	\$ 491,386
Indirect Labor - Professional	-		-	-	-
Employers FICA	102,352		102,352	-	102,352
FUI/SUI	-		-	-	-
Holiday/Vacation	-		-	-	-
Sick Leave	-		-	-	-
Personal Time Off	-		-	-	-
Health Insurance	127,653	-	127,653	-	127,653
Workers Compensation	10,349	-	10,349	-	10,349
Denver Occupational Tax	-		-	-	-
Retirement Plan	41,599	-	41,599	-	41,599
Background Checks	-		-	-	-
<b>Total Indirect Labor and Fringe Benefits</b>	<b>773,339</b>	<b>-</b>	<b>773,339</b>	<b>-</b>	<b>773,339</b>
Automobiles	99,555	-	99,555	-	99,555
Business Meals	18,815	-	18,815	-	18,815
Computer Expense	20,774	-	20,774	-	20,774
Continuing Professional Education	1,500	-	1,500	-	1,500
Conventions/Seminars	-		-	-	-
Depreciation & Amortization	918	-	918	-	918
Dues & Subscriptions	1,564	-	1,564	-	1,564
Equipment Rental & Maintenance	30,000	-	30,000	-	30,000
Insurance	53,228	-	53,228	-	53,228
IR&D w/O/H	-		-	-	-
Licenses	-		-	-	-
Office Supplies	7,173	-	7,173	-	7,173
Miscellaneous	37,543	-	37,543	-	37,543
Photocopier	-		-	-	-
Postage	127	-	127	-	127
Professional Services - Accounting	9,568	-	9,568	-	9,568
Professional Services - Consulting	4,864	-	4,864	-	4,864
Professional Services - Legal	-		-	-	-
Recruiting	-		-	-	-
Relocation Costs - Allowable per (FAR 31.205-35)	-		-	-	-
Rent	90,000	-	90,000	90,000	-
Repairs & Maintenance	-		-	-	-
Reproduction - In House	-		-	-	-
Taxes (excludes State & Federal Income Taxes)	-		-	-	-
Telephone, Cell Phones, & Fax	3,130	-	3,130	-	3,130
Temporary Help	-		-	-	-
Travel	54,171	-	54,171	-	54,171
Utilities	-		-	-	-
<b>Items Excluded from Overhead:</b>					
Advertising & Promotion	2,927	(2,927)	-	-	-
Bad Debts	-		-	-	-
Bank Fees	556	(556)	-	-	-
Bonuses	-		-	-	-
Contingencies	-		-	-	-
Distribution of Profits	-		-	-	-
Donations, Gifts, and Charitable Contributions	6,256	(6,256)	-	-	-
Employee Stock Ownership Plans	-		-	-	-
Entertainment & Social Functions	-		-	-	-
Federal & State Income Taxes	-		-	-	-
Fines & Penalties	-		-	-	-
Goodwill	-		-	-	-
Interest Expense	-		-	-	-
Lobbying Costs	-		-	-	-
Overtime Premium	-		-	-	-
Relocation Costs - Unallowable per (FAR 31.205-35)	-		-	-	-
<b>Total Overhead Cost</b>	<b>\$ 1,216,008</b>	<b>\$ (9,739)</b>	<b>\$ 1,206,269</b>	<b>\$ 90,000</b>	<b>\$ 1,116,269</b>
<b>B Direct labor</b>	<b>\$ 1,054,094</b>		<b>\$ 1,054,094</b>	<b>\$ -</b>	<b>\$ 1,054,094</b>
<b>TOTAL INCOME STATEMENT EXPENSE AMOUNT</b>	<b>\$ 2,270,102</b>	<b>\$ (9,739)</b>	<b>\$ 2,260,363</b>	<b>0.0%</b>	<b>100.0%</b>
<b>Indirect Overhead Rate (A/B):</b>				#DIV/0!	1.0590
Salary				1.0000	1.0000
Profit	22.75%			#DIV/0!	0.4684
<b>Total Multiplier Factor</b>				#DIV/0!	<b>2.5274</b>
Percent Fringe & Benefits	18.2%		18.2%		
<b>For Audited Overhead Rates</b>					
<b>Audited Overhead Rate</b>					
Salary				1.0000	1.0000
Profit				0.0000	0.0000
<b>Total Multiplier Factor</b>				<b>1.0000</b>	<b>1.0000</b>

## EXHIBIT C

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

#### A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

#### B. Defined Terms

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

#### C. Coverages and Limits

1. Commercial General Liability:  
Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
  - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
  - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
2. Business Automobile Liability:  
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
  - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
  - b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

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

**D. Reference to Project and/or Contract**

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

**E. Additional Insured**

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



#### **F. Waiver of Subrogation**

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

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

#### **G. Notice of Material Change, Cancellation or Nonrenewal**

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

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

#### **H. Cooperation**

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

#### **I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.

9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

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

**K. Applicability of ROCIP Requirements**

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



# Exhibit D

## PROFESSIONAL SERVICES DESIGN AND ENGINEERING

### TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: December 2022



## AIM DEVELOPMENT

### Integrated Project Management Support Services

# 1 INTRODUCTION

## 1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. In addition, the Landside and Airside Complex consists of runways, taxiways, roadways, utility infrastructure, and numerous ancillary support facilities including utility infrastructure and drainage systems which serve these facilities as well as the Terminal Complex.

## 1.2 GENERAL SCOPE

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

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

1.2.3 Should a Task Order scope of work require an engineering or other design discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.

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

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



## AIM DEVELOPMENT

### Integrated Project Management Support Services

## 2 CONSULTANT'S SPECIFIC SCOPE OF WORK

### 2.1 CONSULTANT SERVICES

2.1.1 The Consultant, as deemed necessary from time to time by the SVP of AIM Development or the designated AIM Development representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current DEN Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

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

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

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

### 2.3 CONSULTANT TASK ORDER FEE PROPOSAL

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

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

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

2.3.1.3 A schedule identifying all phases of scope of work.

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

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

### 2.4 TASK ORDER PROPOSAL CONSIDERATION

2.4.1 For each Task Order RFP issued, the City will review the Consultant's Task Order fee proposal and Task Order schedule. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.



## **AIM DEVELOPMENT**

### **Integrated Project Management Support Services**

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

## **2.5 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT**

2.5.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the PPM must be a licensed architect or registered professional engineer in the State of Colorado. The PPM will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM Development or the designated AIM Development representative. This PPM will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the AIM Development Contract Manager and a formal written request is submitted which requests the removal of the PPM.

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

## **2.6 STAFF BILLING RATES**

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

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

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

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

2.6.4 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will only pay for authorized work related to an AIM Development task order or work that AIM Development deems is necessary for the scope of work required of Consultant or its project manager.



## AIM DEVELOPMENT

### Integrated Project Management Support Services

#### 2.7 DILIGENCE

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

#### 2.8 COOPERATION

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

## 3 TASK ORDER EXECUTION

### 3.1 TASK ORDER NOTICE TO PROCEED

- 3.1.1 DEN will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come only in the form of a Notice to Proceed signed by the SVP of AIM Development or the designated AIM Development representative. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and DEN will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 3.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, DEN will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates. DEN will provide periodic training for the Primavera Unifier system to Consultants.
- 3.1.3 Staffing Plan and Staffing Schedules: Unless otherwise explicitly communicated in writing by the SVP of AIM Development or the designated AIM Development representative, within 7 days following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in Task Order scope of work.
- 3.1.4 Deliverable Schedules: Unless otherwise explicitly communicated in writing by the SVP of AIM Development or the designated AIM Development representative, within 7 days following the kick-off meeting, the Consultant shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

### 3.2 DESIGN REQUIREMENTS

3.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the [DEN Design Standards Manuals](#) for specific documentation requirements for each discipline.



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- 3.2.2 Submittals: Upon receipt of the NTP, the Consultant will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 3.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the AIM Development Project Manager. Consultant shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by the Consultant within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Consultant from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.
- 3.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of AIM Development or the designated AIM Development representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 3.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP) Form (PS-16). The AIM Development Project Manager will provide written acceptance of all accepted VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.
- 3.3 **ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW**
- 3.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the AIM Development Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used.
- 3.3.2 Advertising for Bid: All requirements for consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.
- 3.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement





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documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the AIM Development Project Manager.

### **3.4 CONSTRUCTION ADMINISTRATION**

3.4.1 Construction Phase Administration: All requirements for consultant participation will be outlined in each Task Order Request for Proposal. At a minimum refer to the Design Standards Manual - Standards and Criteria chapter 8 for requirements.

### **3.5 ADDITIONAL SERVICES**

3.5.1 Changes to the scope of work initiated by the SVP of AIM Development or the designated AIM Development representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.

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

- 3.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- 3.5.2.2 A completed Task Order Proposal Spreadsheet (PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
- 3.5.2.3 A revised schedule identifying all phases of scope of work with AIM Development reviews.

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

### **3.6 TASK ORDER CLOSEOUT**

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

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

3.6.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (PS-09) is submitted.



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## 4 OWNERSHIP OF PLANS AND DOCUMENTS

### 4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.
- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

## 5 MISCELLANEOUS REQUIREMENTS

### 5.1 AIRPORT SECURITY REQUIREMENTS

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



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## 6 REFERENCED FORMS

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

END OF EXHIBIT



# Exhibit E

## PROFESSIONAL SERVICES DESIGN & ENGINEERING

### SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: December 2022



## AIM DEVELOPMENT

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## 1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices based on payment, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one summary invoice. Invoices with breakouts for each task order, purchase order, or project shall be combined into a single monthly invoice package, with overall % complete of approved fee for each task order, purchase order, or project indicated on an invoice summary table. The acceptable format for this invoice package is a hyperlinked pdf file for easy navigation.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with or after the submittal of each invoice depending on the payment method, and at the direction of the Senior Vice President (SVP) of AIM Development or the designated AIM Development representative.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

## 2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with the AIM Development Project Manager, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will propose and the Consultant may offer alternatives, for calculating progress payments and reporting schedule status to the City on each task order. The City shall make the final determination and the Consultant shall incorporate the City's comments into the Task Order.
- 2.3 Level of Effort: Progress payments will be based on the actual number of direct labor expended for the period invoiced to perform a Task Order. Each invoice shall contain a table of costs and hours



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

## 3 INVOICES AND PROGRESS PAYMENTS

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



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- 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
  - 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
  - 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.
  - 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
  - 3.3.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
  - 3.3.2.7 Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
  - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP of AIM Development or the designated AIM Development representative.
- 3.4 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The AIM Development Contract Administrator, AIM Development Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted, however in any case this shall not be later than the 15<sup>th</sup> day of any month. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 3.5 The employee labor data (company name, employee name, employee title, hourly rate, and number of hours) on each invoice shall be submitted and correspond to the specific Task Order prior to submission to [ContractAdminInvoices@Flydenver.com](mailto:ContractAdminInvoices@Flydenver.com).
- 3.6 Invoices received after the day of the month agreed to for submitting invoices may be rejected for inclusion in the following month's invoice, and payment of such invoices may accordingly be delayed until the following month. Accordingly, timely submission of invoices is required.
- 3.7 An AIM Development Project Manager and the Contract Manager will review all invoices, and, in the event there is an objection or disagreement from the AIM Development representative with the invoiced progress, s/he will notify the Consultant. The Consultant and AIM Development Project Manager and/or the Contract Manager will meet within fourteen (14) days of the receipt of



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the invoice to discuss the reasons for the disagreement. The AIM Development representatives shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.

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

## 4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 4.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Consultant.





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The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.

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

## 5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

## 6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 6.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 6.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project, e.g. costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
- 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
  - 6.2.2 Supplies & Equipment: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
  - 6.2.3 Maintenance and Repair: Office equipment, survey & testing equipment.
  - 6.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
  - 6.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
  - 6.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
  - 6.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
  - 6.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.



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- 6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 6.3 Non-Allowable Overhead: Including but not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

## 7 EXPENSES

- 7.1 Expenses Reimbursed at Cost: All allowable (non-Salary) expenses are reimbursed at cost.
- 7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the SVP of AIM Development or the designated AIM Development representative (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 7.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service ([www.irs.gov](http://www.irs.gov)). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the SVP of AIM Development or the designated AIM Development representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare



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will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

- 7.6 Rental Car: All rental car costs must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative. At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website [www.gsa.gov](http://www.gsa.gov) plus taxes per night, unless approved in advance in writing by the SVP of AIM Development or the designated AIM Development representative.
- 7.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the SVP of AIM Development or the designated AIM Development representative.
- 7.9 Special: Expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement. All special expenses must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative.
- 7.10 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment. All expenditures for this category must be pre-approved by the SVP of AIM Development or the designated AIM Development representative before cost are incurred or submitted for reimbursement.
- 7.11 Project Field Supplies, Equipment and Vehicles: these items are limited to engineering copying, postage, freight, specialty field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.12 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (PS-E).
- 7.13 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate



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and civic), overtime premium, fines & penalties, renewal of licenses/certifications, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

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

## 8 SUMMARY OF CONTRACT TASK ORDER CONTROL

### 8.1 DEN Project Manager Discretion

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

### 8.2 Prior To Commencement of work – Submittals Required

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

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

8.2.3 Work Schedule.

### 8.3 Monthly Submittals

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

## 9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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

9.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.

9.2.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic



## AIM DEVELOPMENT

### Integrated Project Management Support Services

communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

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

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

## 10 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
Exhibit B	Professional Services Agreements Core Staff Rates

**END OF EXHIBIT**

**EXHIBIT F**

**EDI PLAN**

# 2

## SBE Equity, Diversity and Inclusion Plan

### SBE Utilization Strategies

As a small, minority owned business, V-1 recognizes the importance of small business partnering. As such, we prioritize the participation of SBE partners in contracting opportunities on every program and project for which we are involved. We do this by teaming with local diverse companies, participating in community outreach events, and requiring non-diverse subconsultants to meet or exceed diversity contract requirements.

We plan to onboard Basis Partners for this project to designate a portion of our overall work, learn the ins and outs of working in an operational airport, and help mentor them with our experienced partners along the way. In discussions with Basis Partners our mentor protege arrangement is aimed to enable Basis Partners to perform as the Prime contractor on the next opportunity of similar scope DEN has to offer. With the help of HDR and Shrewsberry's strong support in diversity and inclusion, our team will help Basis build meaningful relationships in the local community.

Additional Strategies include:

- Multiple in-person and virtual outreach events to expand our SBE network and build relationships
- Quarterly outreach events to SBEs in our network of prequalified trade partners
- Collaboration with Denver Economic Development and Opportunity Office and Division of Small Business Opportunity
- Actively engage in Denver Metro Small Business Development Center workshops
- Identification of SBE contractors, by work category, who are willing and able to bid as prime contractors
- Work with non SBE contractors to identify SBE subcontractors
- Identification of construction packages that can be divided to allow further SBE subcontractors to participate
- Full review of all SBE proposals received prior to any award

## 2

# SBE Equity, Diversity and Inclusion Plan

## Technical Assistance & Support Services

### Mentorship

V-1 has been fortunate to have mentors and resources along the way in the first few years of business, especially the Denver Metro Small Business Development Center. Our goal is to share the knowledge we have learned through the Denver SBDC with Basis Partners and how to be successful at navigating DEN and successfully delivering projects from design through implementation and activation.

### Partnership

V-1 is actively involved in the Colorado Chapter of Construction Management Association of America (CMAA) whose primary mission is to raise funds for scholarships that support Construction Management students at local Universities. Through this partnership, it allows us to engage with local collegiate talent to support summer internship programs.

### Education

V-1 plans to become involved with the Colorado SBDC to share lessons learned and industry knowledge through this involvement. Specific assistance would include, but not limited to, business plan development, MWBE/DBE/SBE/EBE certification, human resources, insurance training, operations, and organizational improvement.

## Procurement Process

As a small MBE/SBE firm, V-1 is typically a subconsultant under larger firms. However, V-1 has had the opportunity to be the prime on several current contracts. As noted above, we'll conduct outreach events through our larger and well established partners at HDR and Shrewsberry, to actively engage and solicit SBEs to pre-qualify through DEN, so they can be in line to competitively bid our projects. Our priority is to pursue partnerships with disadvantaged firms first and foremost to provide the opportunity to help support the project. Our procedure is to competitively bid the scope of services and select a qualified contractor that can meet the requirements of the project.

With the extensive amount of current and future development at DEN, increasing the number of SBEs will be critical to delivering infrastructure requirements needed to support DEN in achieving Vision 100 and beyond. V-1 and our partners will ensure equity in these processes, and provide support through our procurement team to help businesses navigate prequalification and work closely with the DSBO and AIM to ensure compliance with DEN requirements.



## 2

# SBE Equity, Diversity and Inclusion Plan

## Communication and Vendor Management

V-1 has a proven record of successfully managing diverse vendors and teams to accomplish project goals efficiently and safely. Our team brings a wealth of experience with communication, training, vendor management and especially contract compliance. We understand that SBE partners face unique challenges and may require additional support. Our team was assembled to provide this support and ensure effective communication throughout all aspects of the projects.

Our teams provide training for all current staff including but not limited to: professional certifications, scheduling, estimating, document control and safety. V-1's philosophy is to work as a team. Therefore, for any team member (including subconsultants) that needs additional skills or experience, V-1 is willing and able to provide training as required.

V-1 will host contract orientation meetings with new consultants covering areas of work, project organization, reporting and communication needs to DEN, weekly team meetings, and project expectations. V-1 will promote inclusion and team building within project team and hold team building events throughout the contract, enhancing partnerships for future work.

## Past Performance

Our goal is to become a leader in the industry and our community welcoming a diverse and inclusive workforce. V-1 is always looking for diverse firms to partner with. For example, V-1 partnered with a small VBE firm to pursue an airline lounge project in Newark, NJ. Our team was ultimately selected for the project which created three (3) jobs for diverse suppliers in the Newark, NJ market.

In 2015, Bill Shrewsberry was honored as an inductee into the Central Indiana Business Hall of Fame by the Junior Achievement Board of Directors. This award honors outstanding men and women who have made significant contributions to the corporate and civic community. These individuals are pioneers in their industries, present excellent business role models to the youth of our community and have changed the face of the business community in central Indiana and beyond.

On the most recent CCD task order, HDR engaged 360 Engineering. They were not on the original contract executed in 2018, however, HDR evaluated the task order request with the DOTI PM and suggested they were the right firm to use for the task. DOTI PM and HDR agreed to move forward and engage their expertise.

Additionally, HDR brought on a new traffic firm, Y2K Engineering, on several task orders. They have since grown their Colorado presence and HDR has also filled a subconsultant role with them. HDR and Y2K Engineering are participants in CDOT's 2021 mentor/protégé program.

## 2 SBE Equity, Diversity and Inclusion Plan

### Proposer's Culture

V-1 is an Equal Opportunity Employer. Employment opportunities at V-1 are based upon one's qualifications and capabilities to perform the essential functions of a particular job. As a diverse supplier ourselves, V-1 is committed to recruit and retain a diverse community of employees and support inclusive teaching, learning and research while fostering an equitable, diverse and inclusive work environment. V-1 has partnered with SBE and VBE firms on previous projects. When the prime, our policy is to first reach out to other disadvantaged firms to provide the opportunity to help support the project. Our procedure is to competitively bid the scope of services and select a qualified subconsultant that can meet the requirements of the project. V-1 also strives to give back to the community. Since being established in 2019, V-1 has volunteered through the Junior Achievements program as well as the We Don't Waste organization of Denver, Colorado.

Shrewsberry strives to set the corporate standard for contributing to the enrichment of our communities.

Shrewsberry believes that providing excellent engineering services and making a difference in our neighborhoods can be one in the same. Our employees are passionate about it, too. Shrewsberry encourages them to volunteer and donate to charitable causes and Shrewsberry applauds their generosity and efforts by matching their contributions. Shrewsberry considers it a privilege to support and strengthen the communities where they live and work and are involved with the Denver Public Schools (DPS) Career Connect program, providing internships and site visits to DEN for students from the Denver Metro area. Shrewsberry is a member of HCC and they are on the board for the Hispanic Contractor Academy. Shrewsberry also supports the DSBO Equity & Empowerment Council and they are on the DEEC Strategic Development Committee.

HDR has long embraced the benefits of partnering with smaller firms. These firms are often filled with talented, creative, and energetic individuals who are willing to take risks and innovate in ways that some larger firms are not. They care deeply for their staff and their local community and align with HDR's own values of Community Involvement and Inclusion & Diversity. HDR's proven, well-established model of partnership capitalizes on the spirit of DSBO's MWBE program by engaging firms in a proactive and collaborative environment. HDR understands that these small firms are often vulnerable in their early years and face new obstacles in today's challenging economy. HDR's involvement with the future DEN's Business Development Training Academy as well as The Gordon Family Foundation shows the commitment to help SBE's like V-1, Shrewsberry, and Basis thrive in our communities.

As a growing MBE/SBE firm, Basis understands how important it is to continue to support similar businesses and frequently partner with other M/WBE and SBE subconsultants and vendors throughout Colorado. Basis is also an Equal Employment Opportunity/Affirmative, Action/Disability/Protected Veteran Employer. Basis strongly believes in mentorship and has a robust internship program that has led to two full-time positions. Basis is also dedicated to investing in the careers of current team members and has invested over \$100,000 of labor and expenses in certifications and trainings for our team.

## 2

## SBE Equity, Diversity and Inclusion Plan

### Future Initiatives

Over the next 5 years, V-1 plans to continue with our equity, diversity and inclusion initiatives. These include, but are not limited to, the following:

- Develop and refine our EDI plan forward during monthly staff meetings
- Internship programs with the CMAA and Denver Public Schools
- Becoming more involved with the Colorado SBDC
- Continue work with Junior Achievement and other youth community organizations in Denver
- Encourage employees to attend diverse panels for education
- Quarterly SBE Contractor/Vendor Award - Post on LinkedIn with photo of team and recipient
- Networking involvement in the Hispanic Contractors of Colorado (HCC), Conference of Minority Transportation (COMTO) and Mile High Youth Corps



**EXHIBIT G**

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



# REQUEST FOR PROPOSALS

INTEGRATED PROJECT MANAGEMENT

SUPPORT SERVICES (IPMSS) –

INFRASTRUCTURE - SBE

NO. 202262948

June 2, 2022

**REQUEST FOR PROPOSALS (RFP)**

Airport Office Building (AOB)  
Denver International Airport (DEN)  
8500 Pena Boulevard

Denver, Colorado 80249-6340

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

Request for Proposals #202262948

**PROPOSALS MUST BE RECEIVED BY: July 7 2022, by 2:00 PM Denver Local Time**

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

**Schedule of Activities:**

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

Event	Date
RFP Advertisement	June 2, 2022
Optional Pre-Proposal Conference	June 7, 2022, at 12:30 Denver Local Time
Last Date to Submit Written Questions	June 16, 2022, by 2:00 Denver Local Time
Proposal Due Date	July 7, 2022, by 2:00 Denver Local Time

**Pre-Proposal Conference – OPTIONAL**

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting. If the link does not work, copy and paste the link into the address bar of your Internet browser.

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NGNmY2U2MjYtMmM3Yi00MDMyLTIjZTgtZTMxYjI3NjUyYjJh%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%2281bb498f-79df-41df-a879-d0ad8ba47cd0%22%2c%22IsBroadcastMeeting%22%3a%22true%7d&btype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGNmY2U2MjYtMmM3Yi00MDMyLTIjZTgtZTMxYjI3NjUyYjJh%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%2281bb498f-79df-41df-a879-d0ad8ba47cd0%22%2c%22IsBroadcastMeeting%22%3a%22true%7d&btype=a&role=a)

**RFP Questions**

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

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

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

**Proposal Submittal**

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

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

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

Vendor EBS Guide:

[http://business.flydenver.com/bizops/documents/den\\_Vendor\\_EBS\\_Guide.pdf](http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf)

EBS FAQs:

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

BidNet Vendor Training Video Link:

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

**Small Business Enterprise (SBE) Defined Pool Requirements**

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), states the Director of the Division of Small Business Opportunity has the authority to utilize the SBE defined pool program for designated contracts for services by the City and County of Denver. The Director has designated this solicitation as a small business defined pool procurement in accordance with the SBE Ordinance requirements. Award will be strictly limited to City and County of Denver Small Business Enterprise (SBE) Firms currently certified in accordance with Section 28-205, D.R.M.C. certified within the selection pool. The SBE contractor/consultant minimum self-performance requirement is 30%.

**General Statement of Work**

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

Under this contract these duties shall include but are not limited to IPMSS such as project management including planning, design, construction management, budget and schedule management; ensure compliance with design and AHJ requirements; determine and establish construction standards and materials; work with consulting architects/engineers, contractors, and other agencies to explain and interpret DEN's design requirements, applicable codes, and specifications; provide professional/technical assistance and project updates to the PMO group, stakeholders, management and City Council; assure that projects meet established quality standards; work with DEN's Business Management Division in publishing requests for proposals and in selecting consultants and contractors for capital projects; make presentations; negotiate contracts; and perform additional duties as assigned.

**PROPOSAL SUBMITTAL REQUIREMENTS**

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

- Proposal Narrative:
  - Complete responses to the Content Narrative as outlined in Section IV
  - Equity, Diversity, and Inclusion Plan (EDI Plan)
  
- Sample Agreement:
  - List of all questions, issues, or proposed modifications to the Sample Agreement as outlined in Section III-2
  
- Proposal Forms - all complete and signed
  - Proposal Acknowledgment Letter – filled out completely and acknowledge all addenda
  - Proposal Data Form
  - Disclosure of Legal & Administrative Proceedings & Financial Conditions
  - Form W-9
  - Certificate of Good Standing
  
- DSBO Forms
  - Commitment to SBE Participation
  - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
  
- Diversity Survey
  - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
  
- Financial Forms (From primes only, financial forms from subs are not required)  
Submit as separate electronic file from the proposal
  - Exhibit B



**REQUEST FOR PROPOSAL****NO. 202262948****INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) - INFRASTRUCTURE - SBE**

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**I. CITY, AIRPORT AND PROJECT OVERVIEW**

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

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about J u y 202 and has a scheduled duration of approximately three years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

## **II. SCOPE OF WORK**

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

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

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

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



# Scope of Work



**AIM DEVELOPMENT**  
INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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## 1 INTRODUCTION

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

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

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

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

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

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



## AIM DEVELOPMENT

### INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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

## 2 CONTRACT REQUIREMENTS

### 2.1 GENERAL

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

## 3 PROJECT SERVICES

### 3.1 PROJECT STAFFING PROCESS

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



**AIM DEVELOPMENT**  
INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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Consultant's multiplier.

### **3.2 DEFINE PHASE**

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

### **3.3 DESIGN PHASE**

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



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



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



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

## 3.4 BUILD PHASE

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

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



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



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

### 3.5 CLOSEOUT / OCCUPANCY PHASE

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



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

## 3.6 REPORTING AND DOCUMENTATION

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



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

## 4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

### 4.1 GENERAL

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





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

## 5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

### 5.1 PERSONNEL

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



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

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

## 6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

### 6.1 GENERAL

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



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

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

## 7 REFERENCED FORMS/DOCUMENTS

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

## END OF EXHIBIT

### **III. ADMINISTRATION INFORMATION**

#### **III-1 Issuing Office**

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

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

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

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

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

#### **III-3 Means of Communication**

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

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

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

#### **III-4 Interpretation of Proposal Documents**

The Bidder may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on Page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions as an addendum to the

bid. DEN will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

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

### **III-5 Addenda**

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

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

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

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

### **III-6 DEN Website**

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

Please visit the DEN BidNet Website at the following link:

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

This link contains such services and information as:

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

Incidental project information listed in item D (above) will only be available online and will not be mailed.

### **III-7 Withdrawal of Proposal**

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

### **III-8 Rights of DEN**

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

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

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

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

### **III-9 Confidentiality of Records**

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

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

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time, and circumstances permitting, DEN will make a good faith effort to advise proposers of such request and provide an opportunity to identify and object to disclosure of any material proposers consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Proposers' objects to disclosure, DEN, in its sole and absolute discretion, or Proposer may file an application to the Denver District Court for a determination of whether disclosure is required or exempted as provided for in CORA. In the event a lawsuit to compel disclosure is filed prior to DEN's application, DEN will tender all such requested material to the court for judicial determination and Proposer may intervene if it objects to

production of the material. Proposers agrees to defend, indemnify, and hold harmless DEN, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of a Proposer's objection to disclosure including prompt reimbursement to DEN of all reasonable attorney fees, costs, and damages DEN may incur directly or may be ordered to pay by such court if DEN withheld information or records at Proposer's request.

### **III-10 Proposer Agreements**

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

### **III-11 Small Business Enterprise (SBE) Defined Pool Requirements**

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to in these Procurement Documents as the "SBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Procurement Documents by reference. Under the SBE Ordinance, states the Director of Division of Small Business Opportunity ("Director") has the authority to designate expenditure contracted by the City and County of Denver to the SBE defined pool program. The Director has designated this solicitation as a small business defined pool procurement and in accordance with the SBE Ordinance requirements, award will be strictly limited to currently certified Small Business Enterprise (SBE) Firms in accordance with Section 28-205, D.R.M.C. In order to comply with the procurement requirements of the SBE Ordinance, proper SBE certification shall be a condition of responsiveness and award will only be made to the responsive, qualified **SBE Proposer**. Proposer's failure to comply with the SBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the proposal nonresponsive and shall constitute cause for rejection. Failure by the contractor/consultant awarded the contract to comply with SBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the contractor/consultant, as deemed appropriate by DSBO. Copies of the SBE Ordinance and its accompanying Rules and Regulations are available for the use and review by Proposers, as well as additional SBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO at (720) 913-1999 with specific questions related to compliance with this ordinance.

1. All Proposers, at the time of the submittal due date, must be properly SBE certified by the City on or before the date of the bid opening. DSBO maintains an SBE Directory ("Directory"), which is a current listing of SBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at <https://www.denvergov.org/dsbo>.
2. Each Proposer shall submit completed DSBO Form pages entitled: Commitment to SBE Participation and 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, with the proposal at the time of the submittal due date. In addition, each Proposer must perform a

commercially useful function for no less than thirty percent (30%) of the total amount of the contract.

**PLEASE NOTE:** The Proposer(s) must be certified in the NAICS code(s) that coincide with the scope of work they will be performing to count towards the SBE participation.

### **III-12 Certification of Independent Price and Work Determination**

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

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

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

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

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

### **III-13 Designation of Subcontractors**

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

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



**III-14 Payment**

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

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

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

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;
3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
4. The outcome or disposition of the action.

B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.

C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.

E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.

F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.

G. During contract negotiations, the Proposer may be asked to submit the following:

1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified

Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.

2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

### **III-16 Insurance Requirements**

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

### **III-17 Governmental Immunity**

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

### **III-18 Security**

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

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

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

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

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

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badging applications. All submitted applications must be an

original. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

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

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

### **III-19 Airport Identification (ID) Badge Requirements**

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

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

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

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

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

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

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

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

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

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

### **III-20 Background Checks**

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

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

### **III-21 Vehicles in the Secured Area**

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

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

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

**III-22 Violations**

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

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

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

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

**III-23 Diversity and Inclusivity in City Solicitations**

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

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

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

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

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

**III-24 Wage Ordinances**

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

**III-25 Conflicts of Interest**

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

If the Submitter currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, this could pose a conflict of interest and could place your Proposal in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, describe the steps proposed to mitigate the conflict and email [AIMDevConflicts@flydenver.com](mailto:AIMDevConflicts@flydenver.com) using the conflict of interest form on page 31, Attachment 1, Part 4 Conflict of Interest.

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

**III-26 Collective Bargaining Agreement**

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

**END OF INSTRUCTIONS TO PROPOSERS**

#### **IV. PREPARATION OF PROPOSAL**

##### **IV-1 Preparation of Proposal - Proposal Forms**

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

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

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

##### **IV-2 Preparation of Proposal - Proposal Narrative**

###### **A. GENERAL**

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

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

###### **B. FORMAT**

Proposals shall meet the following formatting requirements:

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

### IV-3 Proposal Narrative Contents

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

#### Cover Letter

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

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

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

#### 1. Cost Effectiveness

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

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



2. Equity, Diversity, and Inclusion Plan (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 multicultural 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 multicultural businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized multicultural businesses, this contract's historically underutilized multicultural business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized multicultural businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized multicultural 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 multicultural 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 multicultural 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 multicultural businesses, mentor / protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms and community outreach.

Proposer's response 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 multicultural 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 SBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the SBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and sponsor to provide assistance and/or guidance to small businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- 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 and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

- D. **Communication and Vendor Management.** Describe the communication strategies and assistance Proposer is and will use with SBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.
- 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 businesses and communities that they serve.

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

Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

4. Proposed Work Plan and Approach

Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer's existing project management control methods and progress reporting systems. Any products obtained from the Proposer's systems must be in a format which shall allow direct input into DEN's Microsoft Excel and Microsoft Word systems.

5. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer's and subcontractor's (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11" x 17" if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.

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

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

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

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

6. Company Experience & Qualifications

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

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

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

## **V. EVALUATION OF PROPOSALS**

### **V-1 Evaluation of Proposals**

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

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

### **V-2 Past Performance**

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

### **V-3 Shortlisting and Interviews (If Necessary)**

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

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

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

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

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

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

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

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

**V-4 Best and Final Offers**

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

**V-5 Evaluation Criteria**

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

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

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

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

Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

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

In response to the Request for Proposal (RFP) dated June 2, 2022, for RFP NO. 202262948, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Proposer’s Business Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Attachment 1, Part 2 Proposal Data Form**

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

Proposer Name: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Email: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Principal in Charge (Name & Title): \_\_\_\_\_

Project Manager for this RFP (Name & Title): \_\_\_\_\_

Equal Employment Opportunity Officer: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Parent Company Information  
(If Applicable)**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Submittal is for (check one):**

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: \_\_\_\_\_

**Is this a joint venture?**

- YES
- NO

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**CERTIFICATION**

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



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

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

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

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment 1, Part 4 Conflict of Interest**

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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

Contract No. \_\_\_\_\_ Contract Name: \_\_\_\_\_

Description of conflict: \_\_\_\_\_  
\_\_\_\_\_

Proposed mitigation: \_\_\_\_\_  
\_\_\_\_\_

Contract No. \_\_\_\_\_ Contract Name: \_\_\_\_\_

Description of conflict: \_\_\_\_\_  
\_\_\_\_\_

Proposed mitigation: \_\_\_\_\_  
\_\_\_\_\_

**Attachment 1, Part 5 SBE 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 SBE PARTICIPATION

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

**COMPLETE IF YOU ARE AN SBE PRIME:**

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

- The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing \_\_\_%.
- The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to \_\_\_% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm):

---

Firm's Representative:

---

Title:

---

Signature (Firm's Representative):

Date:

---

Address:

---

City:

State:

Zip:

Phone:

Email:



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

**City & County of Denver Contract No.:** \_\_\_\_\_

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

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

Contractor/Consultant		
Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Signature:		Date:
Address:		
City:	State:	Zip:
Phone:	Email:	

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

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

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



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

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

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

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

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

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

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

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

**VII. ATTACHMENT 2, FORM W-9**

## **FORM W-9**

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

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

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



**VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS**

## **INSURANCE REQUIREMENTS**

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

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

**EXHIBIT C**

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

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

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

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

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

**B. Defined Terms**

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

**C. Coverages and Limits**

1. Commercial General Liability:  
Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual [select: "per location" or "policy"] aggregate must be maintained.
  - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
  - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
2. Business Automobile Liability:  
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
  - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.

- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
  - c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
  - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance:  
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
  - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Professional Liability (Errors and Omissions) Insurance:  
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement. [AMEND TO REQUIRE PROJECT SPECIFIC COVERAGE IF PERTINENT BASED ON SCOPE OF WORK.]
5. Cyber Insurance: [REMOVE IF NOT PERTINENT PER SCOPE OF WORK.]  
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
6. Technology Errors and Omissions: [REMOVE IF NOT PERTINENT PER SCOPE OF WORK.]  
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
  - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
7. Excess/Umbrella Liability:  
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

**D. Reference to Project and/or Contract**

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

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

**H. Cooperation**

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

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

#### **J. Part 230 and the DEN Airport Rules and Regulations**

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

#### **K. Applicability of ROCIP Requirements**

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)  
[DEN ROCIP Claims Guide](#)

**Notice of Change to ROCIP:** DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further,

dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

**IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

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

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

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

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

**X. ATTACHMENT 5, SAMPLE CONTRACT**

## **SAMPLE CONTRACT**

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

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

### ***SAMPLE AGREEMENT***

#### ***Notice to Proposers:***

#### **City Required Contract Provisions**

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

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



## ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

### 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 integrated project management support services; and

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

**WHEREAS**, Consultant’s proposal was selected for award of the Integrated Project Management Support Services-Infrastructure SBE Project (the “**Project**”); and

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

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

#### 1. LINE OF AUTHORITY:

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

#### 2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

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

to the Scope of Work without change to the Maximum Contract Amount.

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

**C. Standard of Performance.**

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

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

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

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

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

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

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

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

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

**F. Subcontractors.**

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

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

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

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

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

**G. Personnel Assignments.**

i. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement ("Key Personnel") unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its

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

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

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

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

### 3. OWNERSHIP AND DELIVERABLES:

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

### 4. TERM AND TERMINATION:

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

two (2) one (1)-year options to extend, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

**C. Suspension and Termination.**

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

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

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

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

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

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

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

in Section 4(C)(vi) below.

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

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

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

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

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

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

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

## 5. COMPENSATION AND PAYMENT:

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and Zero Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Consultant acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement

nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

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

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

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

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

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

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

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

**I. Carry Over.** If Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used

for additional and related services rendered by Consultant if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

## **6. MWBE, WAGES AND PROMPT PAYMENT:**

### **A. Minority/Women Business Enterprise.**

i. This Agreement is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules or Regulations promulgated pursuant thereto. The contract goal for Small Business Enterprise (“**SBE**”) participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is SBE-Defined Procurement Pool in which the SBE must provide a commercially useful function by self-performing at least thirty percent (30%).

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

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

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

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

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants



are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.

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

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

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

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

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

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

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

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

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

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

**E. City Prompt Pay.**

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

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

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

## **8. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

## **9. DISPUTES:**

All disputes arising under or related to this Agreement shall be resolved by administrative

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

## 10. GENERAL TERMS AND CONDITIONS:

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

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

### **C. Compliance with all Laws and Regulations.**

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

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

### **D. Compliance with Patent, Trademark and Copyright Laws.**

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

ii. Pursuant to Section 8, Consultant shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this

Agreement which infringes upon any patent, trademark or copyright protected by law.

**E. Notices.**

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

by Consultant to:

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

And by the City to:

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

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

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

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

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

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

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

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

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

**K. Cooperation with Other Contractors.**

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

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

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

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

**N. Coordination and Liaison.** Consultant agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Director or

their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

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

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

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

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

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

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

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

iii. Consultant agrees to ensure that its activities under this Agreement are

conducted in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

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

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

## **11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:**

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

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

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

### **D. Colorado Open Records Act.**

i. Consultant acknowledges that the City is subject to the provisions of the



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

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

**E. Examination of Records and Audits.**

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

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

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

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

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

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

**H. Conflict of Interest.**

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

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

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

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

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

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

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

ii. The Consultant certifies that:

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

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

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

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

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

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

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

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

## **12. SENSITIVE SECURITY INFORMATION:**

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

## **13. DEN SECURITY:**

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

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

billing.

#### 14. FEDERAL RIGHTS:

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

#### 15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

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

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix  
 Section 1 through 16 hereof  
 Exhibit A  
 Exhibit B  
 Exhibit C  
 Exhibit D  
 Exhibit E  
 Exhibit F

#### 16. CITY EXECUTION OF AGREEMENT:

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

**B. Electronic Signatures and Electronic Records.** The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or

Consultant in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

SAMPLE

# **Appendix 1**

## **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

**A5 CIVIL RIGHTS - GENERAL****A5.3.1 Clause that is used for Contracts****GENERAL CIVIL RIGHTS PROVISIONS**

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

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

**A6 CIVIL RIGHTS – TITLE VI ASSURANCE****A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

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

**A6.4 CONTRACT CLAUSES****A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements****Compliance with Nondiscrimination Requirements:**

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

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



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

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

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

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

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

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

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

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

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

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

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

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

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

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



# EXHIBIT D

## PROFESSIONAL SERVICES DESIGN AND ENGINEERING

## TASK ORDER PROPOSALS AND EXECUTION PROCESS



## 1 INTRODUCTION

### 1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. Denver International Airport also consists of Runways, Taxiways, Roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

### 1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains professional services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these services may include but are not limited to programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various systems additions, improvements and modifications at Denver International Airport.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 The term "Task Order" when used in this Agreement means all the work associated with managing the request for proposal preparation; preparation of design and construction documents, plans, specifications and estimates; and construction administration for all professional services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM ) Development or the designated DEN representative.
- 1.2.4 Should there be any conflict between this exhibit and the Scope of Work (Exhibit A), Exhibit A shall take precedence.

## 2 CONSULTANT'S SPECIFIC SCOPE OF WORK

### 2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria,





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Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

- 2.1.2 Specific task scopes of work are referenced in Exhibit A, which will be issued with a Task Order Request for Proposals.

## 2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (PS-02) for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal are not guaranteed to result in an executed Task Order.
- 2.2.2 The Consultant shall provide a fee proposal that includes the following:
- 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all sub-consultants.
  - 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
  - 2.2.2.3 A schedule identifying all phases of scope of work.
  - 2.2.2.4 Identification of a time and materials, not to exceed fee.  
Fees for proposal preparation will not be reimbursed.

## 2.3 TASK ORDER REQUEST FOR PROPOSAL

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

## 2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.



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## 2.5 DILIGENCE

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

## 2.6 COOPERATION

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

## 3 MISCELLANEOUS REQUIREMENTS

### 3.1 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents and DEN and Federal Aviation Administration rules and regulations.

## 4 OWNERSHIP OF PLANS AND DOCUMENTS

### 4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its sub-consultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.
- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.



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

## 5 TASK ORDER EXECUTION

### 5.1 TASK ORDER NOTICE TO PROCEED

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

### 5.2 ADDITIONAL SERVICES

- 5.2.1 Changes to the scope of work initiated by the SVP of AIM Development or the designated DEN representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 5.2.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:



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### Integrated Project Management Support Services

- 5.2.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- 5.2.2.2 A completed Task Order Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
- 5.2.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.2.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization (see Form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

## 5.3 TASK ORDER CLOSEOUT

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

## 6 REFERENCED FORMS

Form #	Name
PS-F	Fee Proposal Spreadsheet
PS-02	Task Order Request for Proposal
PS-05	Request for Proposal for Additional Services
PS-06	Additional Services Authorization (for Design)
PS-09	Final Lien Release – Professional Services
PS-26	Professional Services Affidavit of Completion Letter
CM-93	Final Statement of Accounting

END OF EXHIBIT



# EXHIBIT E

## PROFESSIONAL SERVICES DESIGN & ENGINEERING

### SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL

Revised: May 2022



## AIM DEVELOPMENT

Integrated Project Management Support Services

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# 1 INTRODUCTION

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

# 2 PROGRESS PAYMENT MEASUREMENT

- 2.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
  - 2.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor and vehicle-hours expended for the period invoiced to perform a Task Order. Each invoice shall contain a table of costs and hours by employee, which shows actuals, projected (or proposed), % complete of projected (or proposed) and percentage remaining.

# 3 INVOICES AND PROGRESS PAYMENTS

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



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### Integrated Project Management Support Services

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



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Integrated Project Management Support Services

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# 4 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

# 5 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD

- 5.1 All allowable general and administrative overhead expenses (indirect costs) are incorporated in the labor rates and classifications or the overhead/multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 5.2 Indirect costs are the general and administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
- 5.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
  - 5.2.2 Supplies&Equipment:Office, drafting, engineering copying, postage, freight, surveying, vehicles, computer drafting and drafting and graphics, computers, software.
  - 5.2.3 Maintenance and Repair: Office equipment, survey & testing equipment.
  - 5.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
  - 5.2.5 Taxes: Personal property, state & local taxes, real estate (state & federal income taxes excluded).
  - 5.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
  - 5.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical and management support staff not directly performing work on the specific Task Order, including those located at DEN.
  - 5.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for proposal including personnel costs and costs for office supplies.
  - 5.2.9 Other Indirect Costs: Training, technical seminars, library, financial and legal costs, employment fees and recruiting costs.
- 5.3 Non-Allowable Overhead: Including but not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts & charitable contributions, employee stock ownership plans, entertainment and social functions, state and federal income taxes, fines and penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.





## AIM DEVELOPMENT

### Integrated Project Management Support Services

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## 6 EXPENSES

- 6.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 6.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 6.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Senior Vice President or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 6.4 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Senior Vice President or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Senior Vice President or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 6.5 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 6.6 Lodging Rate/Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website [www.gsa.gov](http://www.gsa.gov) plus taxes per night, unless approved in advance in writing by the DEN Senior Vice President or his/her designee.
- 6.7 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Senior Vice President or his/her designee.
- 6.8 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 6.9 Project Field Office and Equipment: Includes utilities, rent, communications systems, furniture, fixed equipment. All expenditures for this category must be pre-approved by the DEN Senior Vice President or his/her designee before costs are incurred or submitted for reimbursement.



## AIM DEVELOPMENT

### Integrated Project Management Support Services

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- 6.11 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage freight, field vehicles, computer drafting and graphics, computers, all software/license fees.
- 6.12 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 6.13 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight change resulted from action(s) caused by DEN in its contract capacity, but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc.. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

## 7 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 7.1 DEN Project Manager Discretion
  - 7.1.1 All requirements in this section may be modified by the AIM Senior Vice President or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 7.2 Prior to Commencement of Work - Submittals Required
  - 7.2.1 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
  - 7.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign and electronic copy of the employee's signature.
- 7.3 Monthly Submittals
  - 7.3.1 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 7.4 Submittals Required - After Task Order Request for Proposal
  - 7.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal.
  - 7.4.2 Project Management Proposal inclusive of work schedule, costs, staffing and other additional requirements as defined by the AIM Development Senior Vice President or his/her designee.
  - 7.4.3 Refer to other Exhibits of this Agreement for additional requirements.



**AIM DEVELOPMENT**

Integrated Project Management Support Services

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**8 REFERENCED FORMS**

Form #	Name
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

**END OF EXHIBIT**

**XI. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING**

# **CERTIFICATE OF GOOD STANDING**

Please submit a Certificate of Good Standing  
from the Office of the Secretary of the State of Colorado  
for the proposing entity.

# DENVER INTERNATIONAL AIRPORT INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) – INFRASTRUCTURE SBE

PROPOSAL FOR INTEGRATED PROJECT MANAGEMENT  
SUPPORT SERVICES

JULY 2022

Presented To  
**Denver International Airport**

RFP #:  
**202262948**



528 Clayton Unit B  
Denver, Colorado 80206 USA  
Main +1 (720) 447-7720

July 7, 2022

Denver International Airport  
8500 Pena Boulevard  
Denver, CO 80249-6340  
Attention: Diane Folken, Contract Administrator

Subject: Proposal for IPMSS - Infrastructure SBE RFP No. 202262948

Greetings Ms. Folken and Members of the Selection Committee:

We are pleased to submit our proposal to provide Integrated Project Management Support Services (IPMSS) associated with the Infrastructure SBE Request for Proposal No. 202262948.

We have carefully evaluated the requested scope of services and have compiled a team of professionals to provide premier project management services for Denver International Airport (DEN). We are excited to introduce our team and are grateful for the opportunity to lead this unique program promoting Small Business Enterprises (SBE). As summarized in the attached proposal, V-1's team includes qualified SBE, MBE and DBE certified firms that bring over 100 years of combined experience in the industry. We are confident that our team exceeds the expectations and requirements of this request and are excited for the opportunity.

V-1 Consulting will be DEN's single point of contact for this contract with support by our subconsultant team comprised of Basis Partners, Shrewsberry, and HDR. As a growing small business ourselves, we are passionate about small business development which has lead us to develop a meaningful partnership with Basis Partners, a rapidly growing MBE/SBE civil design and construction management firm based in Colorado Springs. Basis Partners brings extensive experience with the Colorado Department of Transportation (CDOT) and the City of Colorado Springs and is seeking to grow within the aviation industry under V-1's mentorship. V-1 is excited to leverage the infrastructure experience and skills of Basis Partners.



Our overall team brings a wealth of Local DEN experience collectively, with Shrewsberry leading the way on over 10 years of active DEN projects including 17 projects on the airfield design side. We understand the importance of a strategic partnership with DEN that starts with planning the project to minimize disruptions while maintaining airport operations. The staff's resumes, found at the end of this proposal, feature our teams' experience with AIM, DEN leadership, and process and procedures with projects of similar scope and complexity - there is no learning curve.

As a Minority Small Business Enterprise and current representatives of DEN, V-1 understands the importance of Equity, Diversity and Inclusion (EDI) to DEN. Therefore, we are committed to exceeding the 35% SBE goal and will support our small business partners across our entire management team. With Shrewsberry's local DEN knowledge and HDR's national reputable experience, their combined mentorship in the industry will help take V-1 and Basis Partner's small business enterprises to the next level. Bringing people together from all different backgrounds, experiences and cultures will not only improve growth within our project team but encourage others around us to follow suit.

Our team will utilize our resources from all our firms to support the four (4) phases of each individual project, Define, Design, Build, and Closeout. We commit to providing Key Personnel, to perform the work on all Task Orders for the duration of the contract. V-1 has assembled the best team with a proven work experience to deliver this project. Excellent communication and prompt responsiveness to clients set our team apart. Clients enjoy the one-on-one interaction with aviation project managers and feel confident knowing our team has their best interest in mind. With a wide range of construction experience, we ensure clients that projects are delivered on time, within budget, and safely constructed while considering the best interests of all stakeholders, tenants and traveling passengers in mind.

On behalf of our entire team, we thank you for the opportunity to propose and support DEN on this exciting opportunity. If you have any questions or concerns regarding our proposal, please don't hesitate to reach out.

A handwritten signature in blue ink, appearing to read 'Abel Garcia', with a stylized flourish at the end.

Abel Garcia

President

[agarcia@v-1consulting.com](mailto:agarcia@v-1consulting.com)

(720) 447-7720



# Table of Contents

1	Cost Effectiveness
3	SBE & EDI Plan
8	Understanding the Project
11	Proposed Work Plan & Approach
16	Key Personnel & Ability to Respond
20	Company Experience and Qualifications





# 1 Cost Effectiveness

**V-1 has assembled a highly experienced and specialized lineup of industry professionals to offer DEN the highest value possible.**

This value will be displayed and capitalized on in all phases of every project we handle. We have confidence in our team to provide DEN with a menu of elite skill sets to meet each project's specific requirements in any infrastructure setting.

- As referenced above, each phase of the project will be impacted by our team's past experience and current teamwork. These attributes, along with others, apply to every step along the path to efficiently deliver a successful project and meeting the budget.
- Meeting the project budget is one of many categories in which we measure success. We are intentional about tracking several key indicators to give insight on the projects health throughout its entire duration.
- Along with the data driven tracking at every stage, one aspect of our quality control philosophy applies our diverse team's combined experience to all aspects of the project to ensure the team is set up for success, limiting rework and cutting cost.
- Each DEN RFP will be reviewed in detail to ensure the assigned team is right-sized for cost efficiency and will meet and/or exceed the demands of the unique scope.
- We will continue to be highly invested in training and recruiting to cultivate the team's growth and increased value.

V-1 will carry over and maintain our team-oriented culture, continually and proactively bolstering our strengths while making agile adjustments through our lessons learned and best practice programs to ensure DEN's complete satisfaction. This strategy also allows for our collaborative experience to be a catalyst to continually grow our team's value. We will meet with DEN leadership on a consistent basis to review our real-time resource capabilities for all existing and upcoming needs. We are committed to processes that recognize issues early and initiate problem solving to respond with immediate action to limit cost and schedule impact.

We will utilize our project management tools to communicate early and often on the health of the project(s).

- We will constantly maintain a pulse on the project through customized leading indicators and forecasting measures.
- As a team, we will meet at least bi-weekly to review internal and external measures that evaluate overall success/performance and evaluate cost saving areas of the project.
- At the outset of a project, we will initiate a monthly report with DEN's input to establish required content, formatting, and degree of detail.

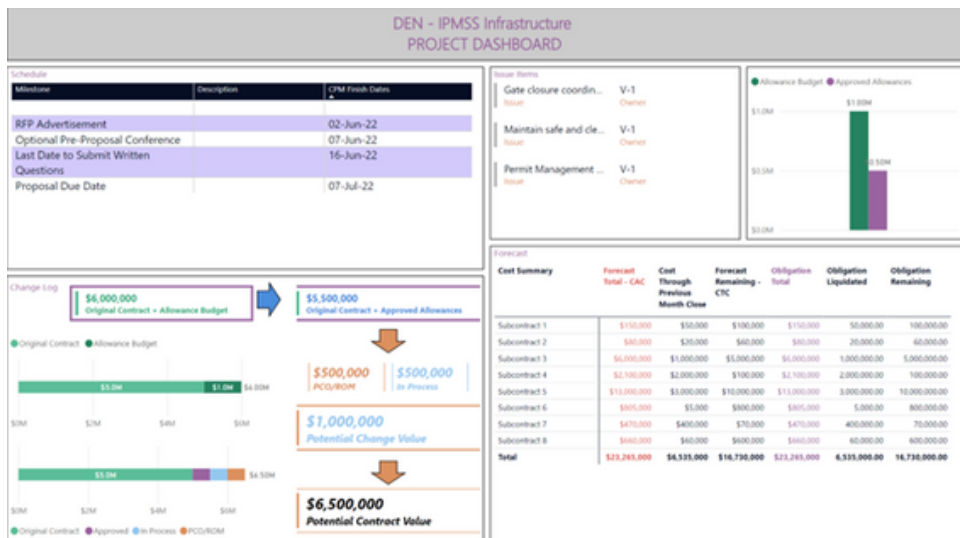
# 1 Cost Effectiveness

V-1 will utilize a quality control plan that our field staff (Construction Managers and Site Managers) will focus on prior to execution in the field. V-1 will host pre-work meetings for all major scopes of work. These pre-work meetings will focus on the expectations and work plan to meet the requirements shown in the contract documents. In addition, the project teams will review the safety plan, quality plan, schedule, resources, stakeholder coordination and permit requirements. When the work is being placed, the V-1 field staff along with DEN Quality Assurance will meet with contractor management onsite prior and during work ensuring quality installation and preventing re-work.

A Lessons Learned meeting will be hosted by V-1 at the end of each project. This will emphasize improvement moving forward and implementation of solutions into future designs and construction activities at DEN and within the program. The Lessons Learned summary will be distributed to DEN.

**While V-1 embraces full accountability of the quality of our team’s product, our culture will allow for added accountability and oversight from all partners to certify its superiority.**

The V-1 team will utilize Primavera 6, MS Excel, and Power BI to organize and report on project data (planned and actual). Power BI allows us to organize multiple program spreadsheets into one seamless dashboard or report. We are able to customize the audience's experience with the data driven information to add the most value to analyzing the project health and eventual success. The data we gather is transformed into information that management can use to make important decisions. In the graphic below, we can report on schedule performance, maintain project issue items, track change management and scope creep, track contract value changes, and also maintain any other aspect of the project. The dashboard and its contents are available to the owner and the contractor to use as tools to add confidence towards completing a successful project. Power BI allows us to integrate information gathered through contractor and/or owner generated platforms.



# 2

## SBE Equity, Diversity and Inclusion Plan

### SBE Utilization Strategies

As a small, minority owned business, V-1 recognizes the importance of small business partnering. As such, we prioritize the participation of SBE partners in contracting opportunities on every program and project for which we are involved. We do this by teaming with local diverse companies, participating in community outreach events, and requiring non-diverse subconsultants to meet or exceed diversity contract requirements.

We plan to onboard Basis Partners for this project to designate a portion of our overall work, learn the ins and outs of working in an operational airport, and help mentor them with our experienced partners along the way. In discussions with Basis Partners our mentor protege arrangement is aimed to enable Basis Partners to perform as the Prime contractor on the next opportunity of similar scope DEN has to offer. With the help of HDR and Shrewsberry's strong support in diversity and inclusion, our team will help Basis build meaningful relationships in the local community.

Additional Strategies include:

- Multiple in-person and virtual outreach events to expand our SBE network and build relationships
- Quarterly outreach events to SBEs in our network of prequalified trade partners
- Collaboration with Denver Economic Development and Opportunity Office and Division of Small Business Opportunity
- Actively engage in Denver Metro Small Business Development Center workshops
- Identification of SBE contractors, by work category, who are willing and able to bid as prime contractors
- Work with non SBE contractors to identify SBE subcontractors
- Identification of construction packages that can be divided to allow further SBE subcontractors to participate
- Full review of all SBE proposals received prior to any award

## 2

# SBE Equity, Diversity and Inclusion Plan

## Technical Assistance & Support Services

### Mentorship

V-1 has been fortunate to have mentors and resources along the way in the first few years of business, especially the Denver Metro Small Business Development Center. Our goal is to share the knowledge we have learned through the Denver SBDC with Basis Partners and how to be successful at navigating DEN and successfully delivering projects from design through implementation and activation.

### Partnership

V-1 is actively involved in the Colorado Chapter of Construction Management Association of America (CMAA) whose primary mission is to raise funds for scholarships that support Construction Management students at local Universities. Through this partnership, it allows us to engage with local collegiate talent to support summer internship programs.

### Education

V-1 plans to become involved with the Colorado SBDC to share lessons learned and industry knowledge through this involvement. Specific assistance would include, but not limited to, business plan development, MWBE/DBE/SBE/EBE certification, human resources, insurance training, operations, and organizational improvement.

## Procurement Process

As a small MBE/SBE firm, V-1 is typically a subconsultant under larger firms. However, V-1 has had the opportunity to be the prime on several current contracts. As noted above, we'll conduct outreach events through our larger and well established partners at HDR and Shrewsberry, to actively engage and solicit SBEs to pre-qualify through DEN, so they can be in line to competitively bid our projects. Our priority is to pursue partnerships with disadvantaged firms first and foremost to provide the opportunity to help support the project. Our procedure is to competitively bid the scope of services and select a qualified contractor that can meet the requirements of the project.

With the extensive amount of current and future development at DEN, increasing the number of SBEs will be critical to delivering infrastructure requirements needed to support DEN in achieving Vision 100 and beyond. V-1 and our partners will ensure equity in these processes, and provide support through our procurement team to help businesses navigate prequalification and work closely with the DSBO and AIM to ensure compliance with DEN requirements.

## 2

# SBE Equity, Diversity and Inclusion Plan

## Communication and Vendor Management

V-1 has a proven record of successfully managing diverse vendors and teams to accomplish project goals efficiently and safely. Our team brings a wealth of experience with communication, training, vendor management and especially contract compliance. We understand that SBE partners face unique challenges and may require additional support. Our team was assembled to provide this support and ensure effective communication throughout all aspects of the projects.

Our teams provide training for all current staff including but not limited to: professional certifications, scheduling, estimating, document control and safety. V-1's philosophy is to work as a team. Therefore, for any team member (including subconsultants) that needs additional skills or experience, V-1 is willing and able to provide training as required.

V-1 will host contract orientation meetings with new consultants covering areas of work, project organization, reporting and communication needs to DEN, weekly team meetings, and project expectations. V-1 will promote inclusion and team building within project team and hold team building events throughout the contract, enhancing partnerships for future work.

## Past Performance

Our goal is to become a leader in the industry and our community welcoming a diverse and inclusive workforce. V-1 is always looking for diverse firms to partner with. For example, V-1 partnered with a small VBE firm to pursue an airline lounge project in Newark, NJ. Our team was ultimately selected for the project which created three (3) jobs for diverse suppliers in the Newark, NJ market.

In 2015, Bill Shrewsberry was honored as an inductee into the Central Indiana Business Hall of Fame by the Junior Achievement Board of Directors. This award honors outstanding men and women who have made significant contributions to the corporate and civic community. These individuals are pioneers in their industries, present excellent business role models to the youth of our community and have changed the face of the business community in central Indiana and beyond.

On the most recent CCD task order, HDR engaged 360 Engineering. They were not on the original contract executed in 2018, however, HDR evaluated the task order request with the DOTI PM and suggested they were the right firm to use for the task. DOTI PM and HDR agreed to move forward and engage their expertise.

Additionally, HDR brought on a new traffic firm, Y2K Engineering, on several task orders. They have since grown their Colorado presence and HDR has also filled a subconsultant role with them. HDR and Y2K Engineering are participants in CDOT's 2021 mentor/protégé program.

## 2 SBE Equity, Diversity and Inclusion Plan

### Proposer's Culture

V-1 is an Equal Opportunity Employer. Employment opportunities at V-1 are based upon one's qualifications and capabilities to perform the essential functions of a particular job. As a diverse supplier ourselves, V-1 is committed to recruit and retain a diverse community of employees and support inclusive teaching, learning and research while fostering an equitable, diverse and inclusive work environment. V-1 has partnered with SBE and VBE firms on previous projects. When the prime, our policy is to first reach out to other disadvantaged firms to provide the opportunity to help support the project. Our procedure is to competitively bid the scope of services and select a qualified subconsultant that can meet the requirements of the project. V-1 also strives to give back to the community. Since being established in 2019, V-1 has volunteered through the Junior Achievements program as well as the We Don't Waste organization of Denver, Colorado.

Shrewsberry strives to set the corporate standard for contributing to the enrichment of our communities.

Shrewsberry believes that providing excellent engineering services and making a difference in our neighborhoods can be one in the same. Our employees are passionate about it, too. Shrewsberry encourages them to volunteer and donate to charitable causes and Shrewsberry applauds their generosity and efforts by matching their contributions. Shrewsberry considers it a privilege to support and strengthen the communities where they live and work and are involved with the Denver Public Schools (DPS) Career Connect program, providing internships and site visits to DEN for students from the Denver Metro area. Shrewsberry is a member of HCC and they are on the board for the Hispanic Contractor Academy. Shrewsberry also supports the DSBO Equity & Empowerment Council and they are on the DEEC Strategic Development Committee.

HDR has long embraced the benefits of partnering with smaller firms. These firms are often filled with talented, creative, and energetic individuals who are willing to take risks and innovate in ways that some larger firms are not. They care deeply for their staff and their local community and align with HDR's own values of Community Involvement and Inclusion & Diversity. HDR's proven, well-established model of partnership capitalizes on the spirit of DSBO's MWBE program by engaging firms in a proactive and collaborative environment. HDR understands that these small firms are often vulnerable in their early years and face new obstacles in today's challenging economy. HDR's involvement with the future DEN's Business Development Training Academy as well as The Gordon Family Foundation shows the commitment to help SBE's like V-1, Shrewsberry, and Basis thrive in our communities.

As a growing MBE/SBE firm, Basis understands how important it is to continue to support similar businesses and frequently partner with other M/WBE and SBE subconsultants and vendors throughout Colorado. Basis is also an Equal Employment Opportunity/Affirmative, Action/Disability/Protected Veteran Employer. Basis strongly believes in mentorship and has a robust internship program that has led to two full-time positions. Basis is also dedicated to investing in the careers of current team members and has invested over \$100,000 of labor and expenses in certifications and trainings for our team.

## 2

## SBE Equity, Diversity and Inclusion Plan

### Future Initiatives

Over the next 5 years, V-1 plans to continue with our equity, diversity and inclusion initiatives. These include, but are not limited to, the following:

- Develop and refine our EDI plan forward during monthly staff meetings
- Internship programs with the CMAA and Denver Public Schools
- Becoming more involved with the Colorado SBDC
- Continue work with Junior Achievement and other youth community organizations in Denver
- Encourage employees to attend diverse panels for education
- Quarterly SBE Contractor/Vendor Award - Post on LinkedIn with photo of team and recipient
- Networking involvement in the Hispanic Contractors of Colorado (HCC), Conference of Minority Transportation (COMTO) and Mile High Youth Corps



## 3 Understanding the Project

### Project Overview

Under this RFP, The V-1 Project Management Team (PMT) and team are proposing for Integrated Project Management and Support Services (IPMSS) at DEN. The V-1 PMT would manage planning, design, construction, closeout, budget and schedule on behalf of DEN. The V-1 PMT will ensure compliance with design and construction meet all codes, specifications, quality, safety and AHJ requirements. The V-1 PMT will provide project updates to DEN AIM, DEN PMO, stakeholders, and City Council as required. The V-1 PMT will work with DEN's Business Management Services Division in publishing requests for proposals and in selecting consultants and contractors for capital projects while promoting the V-1 MWBE Outreach and EDI Plan. The V-1 PMT will provide contract administration and project management services throughout the duration of the contract.

The V-1 PMT will implement the DEN Vision 100 strategic plan into the project culture. Each team member brings many different experiences and expertise that will empower our team to grow with each other and implement career development opportunities. Inclusion of all different types of people and companies will be a focus of the V-1 PMT. Managing and executing safe, quality, on time and on budget infrastructure projects will help DEN grow as per the Vision 100 plan.

The V-1 will be assigned specific Task Orders by DEN and may manage multiple projects simultaneously. The V-1 PMT and DEN will agree upon resources assigned and allocated to the specific projects to right size the teams and provide DEN with the most qualified personnel for the scope of work.

The main focus of project assignments will be in the Design and Construction phases. The Define and Closeout phases of the project lifecycle will not be a significant portion of the project tasks assigned as these phases will primarily be the responsibility of DEN staff. However, the V-1 PMT will be supporting DEN AIM and PMO as much as required to execute these phases.



# 3 Understanding the Project

## Four Phased Project Plan

### Define

The DEN Leadership Team will define project scopes of work needed to be incorporated into the DEN Capital Improvement Program and supports DEN's Vision 100 initiative. The DEN team will meet with city and airport stakeholders to refine and quantify the project needs. The DEN team may ask the V-1 PMT to support DEN in defining the scope of work for specific project needs. This may include review of planning, programming and engineering studies to solidify the limits of the scope. The V-1 PMT would assist DEN in stakeholder coordination and presentations to DEN leadership for approval to move forward to City Council for funding and project approval.

### Design

The V-1 PMT team will be the primary lead in ensuring that the project design meets all project expectations set forth in the Define stage. As for all projects, the V-1 PMT will write or revise the Project Management Plan (PMP) which will set the stage for project execution. Once the PMP is adjusted per the project requirements, the PMT is to begin management of the project's design.

The V-1 PMT will coordinate with the design team to set kickoff meetings with DEN Stakeholders, Subject Matter Experts (SMEs) and local, state and federal agencies to outline the expectations for the projects design and specifications. Once the ground rules are established, the design team will produce drawings and specifications that will be issued to the V-1 PMT team for review, prior to stakeholder, SME or regulatory reviews. The V-1 PMT will coordinate scheduled review cycles with all parties as required to incorporate comments and stakeholder requests into the contract documents.

During construction, the V-1 PMT will manage the design team throughout. During design development, the design team may issue RFIs to the V-1 PMT, that will be coordinated with DEN, SMEs, and Stakeholders to ensure the scope that is being developed is delivered as intended. The V-1 PMT will encourage value engineering ideas and identify constructability issues and solutions to AIM. The design team will submit to the V-1 PMT updates to the contract documents through the course of the project due to stakeholder changes or changes to contract documents via Request For Information (RFIs).

The V-1 PMT will assemble the plans and specs for contractor bid purposes. After issuance, the V-1 PMT will manage the procurement Bid and Award process that will include pre-bid presentations and pre-construction meetings prior to award. During this process V-1 PMT will provide estimates for scopes of work and review contractor proposals against those estimates for best value. the V-1 PMT will regularly review the design team's BIM model to make sure all as-built information will be provided to DEN at the end of the project.

# 3 Understanding the Project

## Four Phased Project Plan

### **Build**

The project management team will have direct oversight and responsibility for delivering the project to DEN safely, achieving quality installation, within budget and on schedule.

The project management team will review, comment and report all design and construction Critical Path Method Schedules to the DEN AIM team. Three week look ahead schedule and monthly project baseline schedule updates will be reviewed by the V-1 PMT and distributed to all project team members and stakeholders as required.

Prior to any start of construction and specific scopes of work, the V-1 PMT will host pre-work meetings for major scopes of work. These meetings will focus on the expectations and work plan to meet the requirements shown in the contract documents. In addition, the project teams will review the safety plan, quality plan, schedule, resources, stakeholder coordination and permit requirements. The V-1 PMT will work with the contractor and the local AHJ's to verify that all relevant permits have been issued prior to work in the field. The V-1 PMT and contractor will manage the permits and permit log throughout the project until the scopes of work are complete and have been signed off by the appropriate AHJ.

All changes to the scope of work through Design Revisions, Request For Information (RFIs) or Stakeholder Changes will be managed by the V-1 PMT. This change in work will be submitted by the contractor/consultant as a Contractor Change Request to the V-1 PMT or a Change Directive will be issued by the V-1 PMT to the contractor/consultant to immediately execute the work on a Time and Material basis. Change Orders will be reviewed by the project controls team for merit, negotiate with the contractor/consultant and verify costs meet industry standards. Then the V-1 PMT will execute the change orders after DEN Project Manager approval. All Change Orders will be tracked and managed against the overall DEN budget allocated to that specific Task Order.

### **Closeout**

The V-1 PMT is expected to manage and assist DEN AIM and PMO in the closeout process from Substantial Completion to final payment and advertisement. The team will follow the DEN Closeout Checklist to verify that all required documentation has met all specifications and contractual requirements. If the project is FAA funded, the FAA Project Closeout process will be followed and completed. The team will review and verify that the design and contractor teams are providing accurate as-built and BIM model documents to the DEN Asset Management Team. All inspections and permits have been closed with the appropriate Authority Holding Jurisdiction such as the Denver Building or Fire Departments. Punch List work will be managed by the project management team and coordinated with DEN and Airline Stakeholders to not affect daily airport and airline operations.

# 4 Proposed Work Plan and Approach

## Communication

Communication is critical to project success; it starts at project inception and continues throughout the life of the project. DEN will provide our Project Director Hunter Wardlaw with the required assignments through task orders. The V-1 PMT will discuss the expectations for each task order with DEN, actively listen to the airport's needs, and confirm that we clearly understand the requested tasks before moving forward. One of the most important elements of any project is matching capabilities with task expectations. We are an ideal match with local expertise, executing multiple projects with right-sized, diverse, and efficient teams.

Both landside and airside projects have their unique sets of challenges, but the common thread to navigating these challenges is communication with stakeholders and users, phasing that has safety as its top priority, and understanding that projects can directly impact DEN's #1 priority – its passengers. It is important for DEN to have an on-call team that not only knows the airport but has provided aviation and infrastructure project management.

## Project Management Plan

V-1's approach for any project begins with the development of the Project/Program Management Plan (PMP). Through our experience, we know the success of any project or program begins with setting and agreeing on clear expectations from day one. The PMP is the tool that ensures the program is organized and the scope is outlined in detail. This provides more efficient program management and instills confidence in the endeavor.

The outline of our standard PMP includes (but is not limited to) the following:

- Purpose / Business Justification
- Goals & Objectives
- Scope Statement & Management
- Deliverables & Due Dates
- Roles & Responsibilities
- Communication Plan
- Cost & Schedule Management
- Risk Management
- Resource Management
- Procurement Management
- MWBE Outreach and EDI Plan
- Quality Management
- Health, Safety & Security
- Site Logistics and Airport Operations Coordination

## 4 Proposed Work Plan and Approach

### Define Services

The V-1 Project Executive Scott Johnson will meet with the DEN AIM Project Manager to define and quantify the project resource needs. The V-1 PMT will provide planning and programming studies, which may include special engineering studies and reports such as condition assessments and geotechnical investigations. The V-1 PMT may be requested to assist DEN with the Define Tollgate which would include presentations to Management, Stakeholders, Executive Leadership, and even City Council for project purpose and funding. The V-1 PMT will coordinate with all stakeholders to detail out project expectations, requirements and scope of work. With Scott's leadership, a project charter and project management plan defining project scope, schedule, EDI Plan and responsibilities will be completed for each task order. Additionally, we will provide advice and technical expertise on issues involved in the planning, design and construction of the project.

### Design Services

Upon commencement of the design phase, V-1 PMT will manage the design efforts required to start each of the projects associated with this program. This will include setting the design objectives of each project and ensuring that the goals and objectives of the overall program are met throughout the design phase.

Phasing of each project will be incorporated into the design to maintain access to roadways, taxiways, runways, and aircraft gates. Phasing plans may include road shifts with temporary striping, temporary lighting, jobsite barriers, flaggers, project signage, jobsite gates, vehicle track out pads, etc.

Stakeholder reviews of the design will be held at the 30%, 60%, and 90% stages or as requested. The reviewers will include DEN Operations, DEN security, and DEN maintenance, DEN AIM SMEs, Airlines and any other stakeholders assigned by DEN Airport. The V-1 PMT will host Safety Risk Assessments (SRAs) will be held with DEN Safety, DEN Operations, DEN Security and Airlines to make sure that all safety and operational risks have a plan to eliminate or mitigate the risk.

Construction cost estimates will be provided at every stage of the design, starting with the planning stage and ending with the final estimate at the project bidding stage. Incorporating historical unit item prices alongside the current bidding environment equates to thorough cost estimates and is a valuable tool for project funding purposes. Our role will be to verify accuracy of construction cost estimates developed by the designer, and if needed run independent estimates to determine if prices align accurately in today's dollars. Our team utilizes several tools to effectively coordinate amongst the design team to ensure the most efficient progression of the design. These tools include Microsoft platforms (Word, Excel, Project, PowerPoint, Teams) Unifier, Primavera P6, Textura, ProjectWise, Bluebeam, AutoCAD, Civil 3D as well as iPads for data capture.

# 4 Proposed Work Plan and Approach

## Construction Services

During the pre-construction phase of each of the projects, The V-1 PMT's primary focus will be planning/scheduling the work and communicating and coordinating the plan with all project stakeholders with a focus on airport and airline operations. In addition, the V-1 PMT will ensure that a Project Specific Safety Plan (PSSP) is in place and all existing utilities are located prior to commencement of any work.

Once construction begins, it is critical to closely monitor the project budget and schedule throughout the program duration. Without close oversight, it is very easy to exceed budgets and incur delays during this phase of the project. Through the V-1 PMT's extensive experience with airport program deliveries, we know the construction phase is very critical and requires attention to detail. As described in the Qualifications section of this proposal, we have the experience to anticipate the issues and challenges typically encountered delivering a program of this magnitude.

It is very important that the airport operations are minimally impacted during construction. The V-1 PMT has many years of experience coordinating project logistics and phasing with various airport operations team. A full logistics plan will be presented to the airport operations team to show haul routes through the AOA gate to the jobsite, FOD (Foreign Objects and Debris) control plan, traffic control devices, project signage and lighting, etc. The vehicle service roads will be maintained by the project team and any damage to airfield pavement will be repaired with approval of operations.

As part of the V-1 PMT's safety culture, we will ensure a Job Safety Analysis (JSA) is prepared for any major activity so that all safety considerations are being discussed and identified prior to the commencement of each activity. This will minimize risk and reduce potential injuries. Pre-construction meetings will be held prior to every major scope installation, to make sure all aspects of safety, quality, logistics, airport operations impacts, and design issues are discussed and agreed upon.

The V-1 PMT will also implement and manage the quality control process in concert with the engineering and construction teams to ensure inspections are being scheduled and performed on time to maintain the project schedules. The V-1 PMT will carefully examine the construction against the specifications and industry standards. Some project elements will be tested by third-party organizations for which the V-1 PMT will coordinate on behalf of DEN. Examples of these are concrete strength, subgrade testing, rough and final inspections, etc. The required inspections and testing for these scopes of work will be conducted during the execution of the work wherein the product quality is ascertained and reported immediately following the inspections. Any non-conformance work will be identified, develop a repair, the V-1 PMT will hold a pre-work meeting with the team to agree on the repair plan and schedule, then contractor is to execute the work.

## 4 Proposed Work Plan and Approach

### Closeout Services

The V-1 PMT's plan for managing project closeout starts at the define stage. The DEN Closeout Checklist will be presented and described to the project team by the V-1 PMT. The V-1 PMT will consistently remind the design and contractors of the final documentation required at closeout and verify they are updating as-builts throughout the scope of the project. After achieving construction substantial completion, the closeout process significantly ramps up in importance. The V-1 PMT will host weekly meetings with the design and construction teams to manage expectations of finishing work in the field or completing final project documentation in a timely fashion.

Punch List work will be performed after substantial completion has been issued to the Contractor. This work will be coordinated with DEN and Airline stakeholders to avoid any disruption to daily operations. The V-1 PMT will manage the schedule and quality of the work to verify it meets the project requirements.

The V-1 PMT will verify that the contractor is closing out all issued permits with each individual Authority Holding Jurisdiction (i.e. City Of Denver, Denver Fire Department, State and Local Environmental Agencies, etc.).

The V-1 PMT will review the contractor's As-Built schedule to verify that it shows exact durations of activities, completion dates and that project milestones have met the contractual schedule requirements.

The design team will be providing BIM model and as-built documentation as required by DEN and the project documents. The V-1 PMT will host periodic BIM model reviews throughout the project duration to verify the design team is updating the model as design or as-builts change. The V-1 PMT will review all final BIM and as-built documentation prior to submittal to the DEN BIM team to verify all requirements are sufficient.

Final pay applications will be reviewed and approved by the V-1 PMT and DEN AIM team to finalize payments and the project budget.

The V-1 PMT will track all items on the DEN Closeout Checklist to completion, leading to advertisement to close out the project.

A Lessons Learned meeting will be hosted by the V-1 PMT at the end of each project. This will emphasize improvement moving forward and implementation of solutions into future designs and construction activities at DEN and within the program. The Lessons Learned summary will be distributed to DEN.

# 4 Proposed Work Plan and Approach

## Our Four Phased Plan To Project Success

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### Define

The define phase is suited to be led by Shrewsberry/HDR with their experience both on the airside and landside at DEN. They will navigate this phase to coordinate the necessary stakeholders early, including but not limited to DEN Operations, DEN Security, and DEN Safety, Airlines, and DEN Airport Infrastructure Management. Shrewsberry/HDR can utilize our team's deep bench of resources from Basis and V-1 as needed to support both airside and landside projects. Our team's connectivity through previous DEN projects, other airports, or local projects will allow us to deploy the right strengths to assist DEN with providing the right direction for any upcoming project.

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### Design

Task orders during the design phase of the project will transition the same individuals from the define phase to maintain the synergy and continuity with each project. Projects are most successful when the same team is involved throughout the duration of define and design. Our team deployed from define brings more strength into the design phase to manage and validate that project deliverables are adhering to DEN standards and meeting budget and schedule.

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### Build

When the project transitions to the build phase, our team will make a slight transition in leadership to deploy the strengths of V-1's experience at DEN. Through V-1's understanding of stakeholder engagement and coordination on the current baggage handling systems for the Great Hall Project we can navigate construction seamlessly to keep the contractor focused on critical path while minimizing disruptions to the traveling public and airport users. Daily coordination with DEN, AIM, DEN Operations and airlines will emphasize collaborative project decision making that meets airport operational needs.

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### Closeout

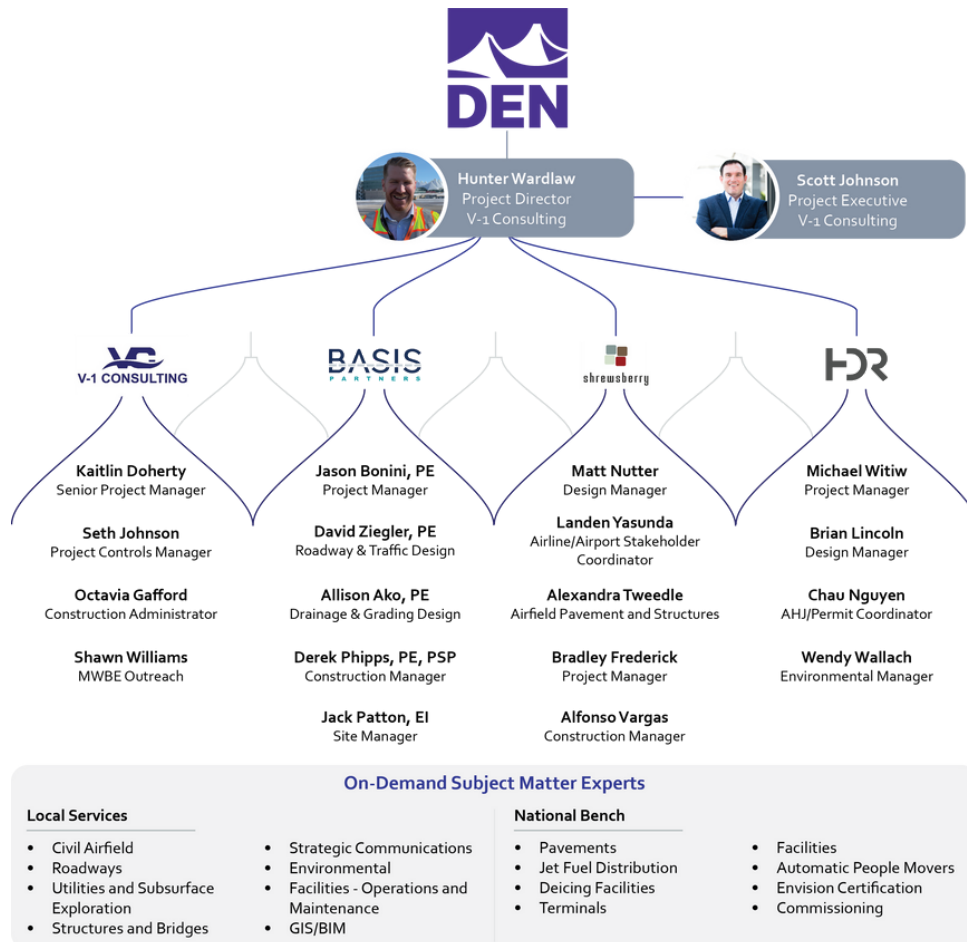
Closeout can be one of the most challenging parts of projects. The V-1 team is setup to successfully accomplish the closeout phase through our relationships built through DEN experience under V-1 or previous employers. The V-1 Team will expedite closeout by hosting weekly meetings with the project team to complete the DEN Closeout Checklist. Punch List work will be coordinated directly with stakeholders such as Operations and Airlines to ensure daily operations are not impacted. All closeout and final documentation will be managed by the V-1 Team to meet all DEN standards and specifications.

# 5 Key Personnel and Ability to Respond

## Organization Chart

Building an integrated team with diverse background and expertise is key to any project. Our team of professionals from V-1, Basis, Shrewsberry and HDR have many successful experiences building aviation and infrastructure projects across the country. Now this team has come together to support each other to bring those successes to DEN. We are proud to offer DEN this well complimented alliance to successfully complete any needed project. Each project will be staffed to bring DEN the best product while spreading knowledge between our internal team. Focusing on growth of our own team will improve the program's success and provide DEN with more reliable resources in the future.

The most significant element to a successful project is the assignment of qualified and knowledgeable staff with experience in projects having similar technical issues, budgetary constraints, abilities of the workforce, logistics for delivery of necessary materials, and resources to ensure delivery of project documentation in a timely fashion. The team will also abide by and reinforce the operational culture at DEN that many have been exposed to through past projects. The following sections provide details of the consultant firms and key team members.





# 5 Key Personnel and Ability to Respond

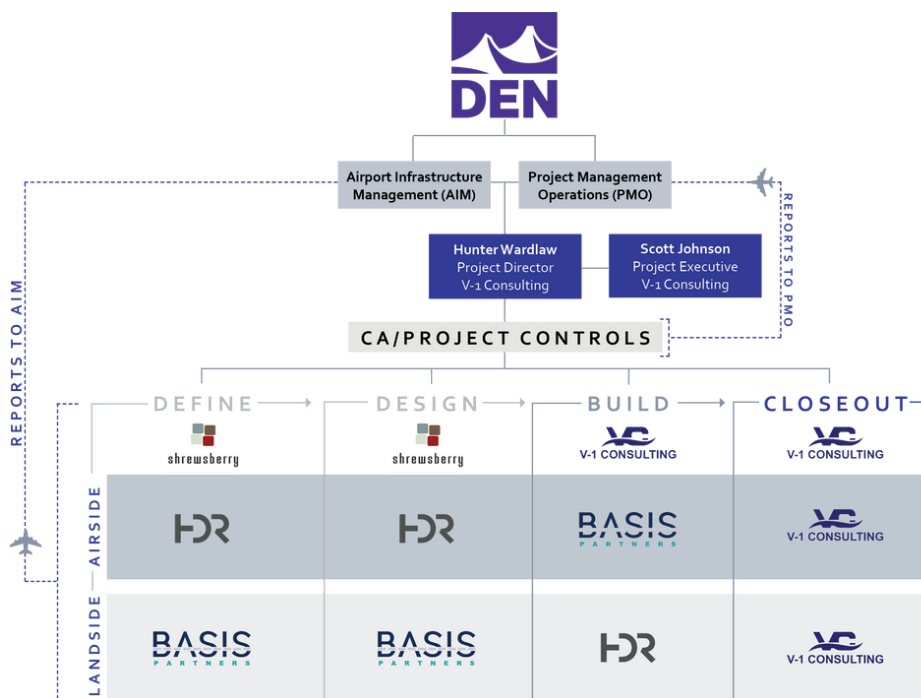
## Ability to Respond

The V-1 PMT is composed of a talented group of consultants with exceptional experience, enabling the team to effectively manage the design and construction of infrastructure at DEN. We are confident that our approach will successfully deliver DEN a superior product based on our previous experiences. Furthermore, our team has availability to perform tasks immediately and competently.

Our team has numerous qualified management and support staff available to assign to potential future projects to reach a successful completion. Because projects can be dynamic, our team is fully prepared to expedite the schedule if required and leverage the resources that our partnerships provide to serve the goals and needs of any project. The depth and reach of our team ensure that current workload will not interfere with our team’s ability to complete work for DEN in the timeframe required.

The projects that will be managed by our team will consist of four (4) phases: Define, Design, Build, Closeout. The projects could be Landside and/or Airside at DEN. Through the four phases, our team will be seamlessly integrated amongst companies to provide the expertise required to manage the project and expand learning opportunities for others growing in that area. Our team will be interchangeable and with the approval of DEN, we will assign the most appropriate resources per each task order, to provide DEN with the best product and to grow experiences between team members. Below is an example of how the V-1 PMT can execute a task order from Define through Closeout.

### Example: Integrated Org Chart for a Specific Project



# 5 Key Personnel and Ability to Respond

## Project Leadership

### Project Director

As Project Director, Hunter will be responsible for managing this contract, making sure deliverables are completed within schedule, on budget and in accordance with DEN standards, policies and procedures. Hunter has 7 years of experience working at DEN, 3 years as a contractor Project Manager and 4 years as a Construction Manager representing DEN.

As a DEN Construction Manager, he knows the details of the providing services during define, design, construction and closeout and will be supporting the Project Management Team through these phases. Hunter understands that airport and airline operations are of utmost importance during any project. Coordination with airport stakeholders is critical to achieving minimal impact to operations. The V-1 PMT will consistently be in communication with stakeholders providing work plans and schedules to stakeholders for their input and acceptance.

Hunter has managed many different scopes of infrastructure projects including airside and landside: multiple jet fuel projects, Gate Apron Rehab and Drainage Improvement (GARDI), asphalt roadway overlay and repairs, Concourse Expansion, and Jet Bridge relocations. Infrastructure scopes of work included: drainage installation, electrical installation, jet fuel installation, concrete removals, asphalt paving, concrete paving, jet bridge installation and coordination with numerous DEN stakeholders.

Hunter and the V-1 PMT have the advantage of having worked on several DEN projects and are excited to mentor Basis Partners, helping them to learn and navigate DEN to become a trusted partner at the airport. Hunter has experience with all DEN related project management programs while executing a project such as Unifier, Textura, Primavera P6, Shut Down Requests, and airside gate/taxiway closures.

### Project Executive

The most important and fundamental aspect of our approach is our commitment to provide the best people we have to offer for your project. This commitment starts at the top of our management team, with Scott Johnson, our project executive and Hunter Wardlaw our project director. Scott is committed to supporting the program team and providing Hunter all the resources needed to deliver a successful project.

### Project Managers & Leads

Hunter will be supported by project managers, design managers and construction managers as shown on the organizational chart in section 5. This core group from V-1, Shrewsbury, Basis and HDR will be responsible for the task orders. They are committed to this contract, keeping costs low and schedules on track. The project teams will be composed primarily with local Denver staff with the extra support of nationwide aviation subject matter experts on a as needed basis.

## 5

## Key Personnel and Ability to Respond



V-1 is a premier project management consulting firm providing exceptional, professional, dependable and safe construction management services while always looking out for the best interest of the client. We provide the highest quality services by using leadership, technical expertise, industry knowledge, process expertise and customized control systems to manage risk and successfully deliver projects for our clients.

Our Address:

528 Clayton Street, Denver, CO 80206

Total Employees: 15 Total , Office Support 1 , Professional 14



Basis is a Colorado-based, locally focused civil engineering consulting and construction management firm established with a focus on people — our team, clients, and project stakeholders. Our team has a full range of experience levels and qualifications in the areas of project management, civil engineering design, construction management, inspection and bridge inspection services. Their team has significant experience delivering transportation projects in Colorado's front range.

Our address:

25 North Spruce Street, Suite 310, Colorado Springs, CO 80905

Total Employees: 51 Total, Office Support 7, Professional 44



Shrewsberry & Associates, LLC is a DBE/MBE engineering consulting firm known for our commitment to quality, client service, and our dedication to the enrichment of our communities. Shrewsberry provides unmatched engineering and consulting services and to recruit, train and mentor a diverse group of professionals. Our core competencies and experiences are in Civil Engineering, Landscape Architecture and Construction Services.

Our address serving DEN: 2696 S. Colorado Boulevard, Suite 460, Denver, CO 80222

Locally: 23 Total, Office Support 1, Professional 22

Total Employees: 101 across 7 offices



HDR specializes in engineering, architecture, environmental and construction services. They provide a comprehensive toolbox of consulting services on projects small to very complex, continuing to push the limits on innovation and growth for our communities.

Our office address servicing DEN:

1670 Broadway, Suite 3400, Denver, CO 80202

Total Local Employees: 560 Total, Office Support 160, Professional 400

HDR has over 200 offices with more than 11,000 employees worldwide.

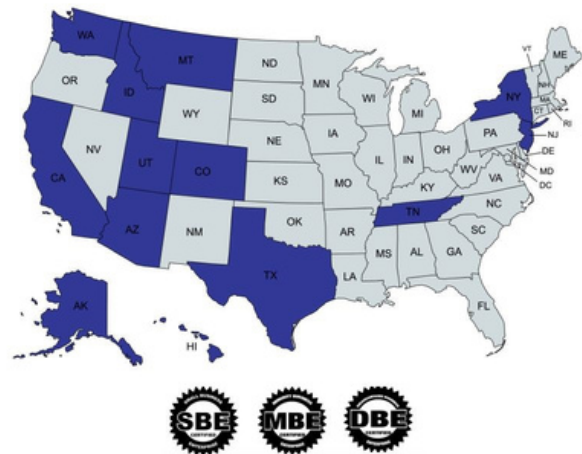
## 6 Company Experience and Qualifications



Headquartered in Denver, Colorado, V-1 Consulting, LLC (V-1) is a national MBE/DBE certified firm that delivers expert aviation program and project management services including project controls, strategic planning, cost estimating, and scheduling services. V-1 provides management services to airport authorities and domestic airlines across the country that are tailored to fit each client's specific needs. V-1 is committed to providing the highest quality services available by using leadership, technical expertise, industry knowledge, process expertise and customized control systems to successfully manage risks and deliver projects and programs for our clients.

### **BHS projects, Consolidated CBRA, Level 5.5 project, Level 3**

Project management team for all active BHS projects, Consolidated CBRA, Level 5.5 project, Level 3 make-up carousels. Level 5.5 consists of the first two oversized (OS) checked baggage inputs inside the Terminal as part of the Great Hall Program. Providing project controls, scheduling, project management, contract management oversight and support to the Senior Vice President of Special Projects.



**Location of Project:** Denver International Airport

**Size of Program:** \$240M

**Contract Amount:** \$4.8M

**Gross Fee:** \$2.02M

**Contact Name and Title:** Michael Sheehan, Senior Vice President

**Contact Address:** 24735 E. 75th Ave Suite 100, Denver CO

**Contact telephone and FAX Numbers:** 303-342-2139

**Subconsultants:** No subconsultants

**Project Outcome/Results:** On budget and on schedule to finish March 2023

## 6 Company Experience and Qualifications



Although Basis may be a new name, our design and management personnel are proven and experienced at providing potential landside services. Founded in 2019, Basis engineering staff bring more than 160 years of combined experience specifically on local agency and state design projects alone. We provide a strong fluency with local and state processes and projects unburdened by the inefficiencies of larger firms, allowing our team to focus on project delivery. Basis has secured SBE, EBE and DBE certifications through the State of Colorado and are also qualified as an MWBE through City and County of Denver.

Basis brings extensive experience leading and supporting roadway, mobility, and drainage projects in addition to construction management and administration with both local and state agencies. The ability to manage projects and provide meaningful engineering and construction oversight support in-house enables Basis to bring comprehensive landside experience to the V1 team that offers a mix of handpicked firms to provide every service requested in the scope of work.

### 2C Road Improvements, City of Colorado Springs, Colorado Springs, Colorado

2C is a transformative City sales-tax funded roadway improvement program that completes \$60M of asphalt overlay, concrete flatwork, curb ramp retrofit and installation, and storm sewer repairs each year through 2025. Basis is the prime engineering consultant for 2C responsible for program management, engineering design, and construction management.

**Owner Name:** City of Colorado Springs

**Owner Address:** 30 S. Nevada Ave, Colorado Springs, CO 80901

**Owner Contact:** Corey Farkas

**Owner Phone:** 719-385-6734

**Contract Value:** \$6,946,084.50

**Gross Fee:** \$2,724,018.77 to date (ongoing project)

**Subconsultants:** Vivid Engineering (8.0%) and Yeh & Associates (8.0%)



#### Basis Personnel Breakdown



## 6 Company Experience and Qualifications



V-1's partner, Shrewsberry & Associates (Shrewsberry), will provide the engineering services associated with this program. Shrewsberry is a national DBE/MBE engineering consulting firm who brings a great depth of experience and ethical commitment to provide the highest quality engineering and consulting solutions. Shrewsberry offers professional services at all stages in the life cycle of a project, from problem identification through solution implementation, including data gathering, assessment, scoping, funding, design, construction, and maintenance. Our successful aviation project history includes airport master plans, runway and taxiway improvements, apron expansions, storm water plans, and pavement rehabilitation. Continued growth in Shrewsberry's aviation services is a result of recruitment, training, and gathering experience while holding positions such as program managers, owner's representatives, designers, consultants, and resident inspectors. Services range from high-level planning, design / engineering, and construction inspection.

### Gate Apron Rehabilitation and Drainage Improvements (GARDI) Concourse B Northwest

The GARDI project has been identified to correct serviceability problems on the apron areas of Concourse B. Project includes rehabilitation of 10 gates along the Northwest side of Concourse B. The project is a complete pavement removal and reconstruction of about 44,700 square yards. In addition to the pavement rehabilitation, United Airlines (UAL) requested a "Clean-Sheet" gate planning an analysis was performed for future UAL operations and fleet mix and includes revisions to fueling pits, and the passenger loading bridges. The work includes aircraft parking and jet bridge planning analysis, plans, details, technical specifications, and permitting documents required to construct. A new pavement section incorporating drainage layers and an underdrain system into the pavement structure will be constructed. Shrewsberry assisted in gate planning and analysis utilizing the AviPlan Airside software, grading and drainage design, utility design and conflict resolution, development of Technical Specifications, as well as quantity takeoffs and cost estimating.

**Location:** Denver International Airport

**Owner Name:** Claire Marshall

Project Manager

CH2M/Jacobs

720.286.0748

claire.marshall@jacobs.com

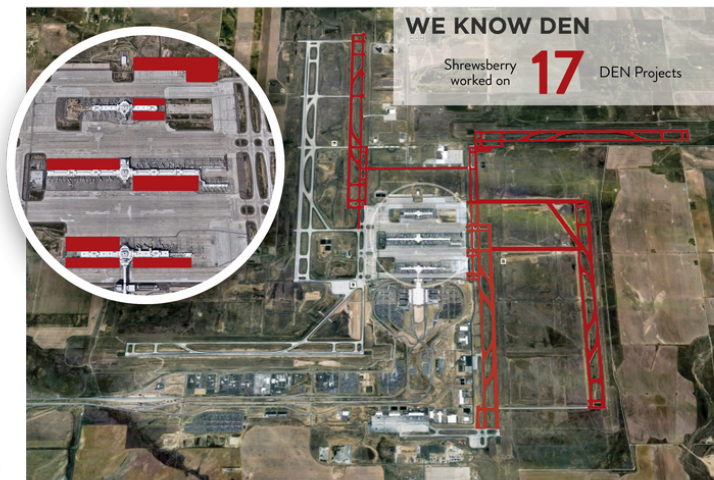
**Contract Value:** \$40M

**Gross Fees:** \$1.4M

**Subconsultants & % of Work Performed:**

Shrewsberry was a subconsultant to CH2M

**Outcome/Result:** Completed on time and within budget.



# 6 Company Experience and Qualifications



HDR is an employee-owned corporation headquartered in Omaha, Nebraska. HDR has partnered with clients to shape communities for more than 100 years. They specialize in engineering, architecture, environmental and construction services. HDR's client-focused approach and unparalleled technical expertise makes them a recognized leader in the industry. HDR is consistently ranked among the top firms by leading industry publications, including Engineering News-Record (ENR).

## Regional Transportation District (RTD), Eagle P3 FasTracks

The Eagle P3 project was comprised of elements of Design, Build, Finance, Operation and Maintenance (DBFOM) for the East Corridor, A Line, Northwest Electrified Segment (NWES) and Commuter Rail Maintenance Facility (CRMF). The Eagle P3 project extended commuter rail from the Denver city center on three new lines to multiple suburban locations and the Denver International Airport. HDR was the Engineer-of-Record. Design included 37 miles of commuter rail track, system-wide drainage, 14 stations, one grade-separated grade crossing, 29 at-grade crossings, 36 bridges, and relocation of four miles of BNSF mainline tracks. Spread over 13 municipalities, and coordination with design review boards, local officials and potential TOD developers was ongoing during design. The benefit to DEN through HDR's experience with this project is our extensive knowledge of City and County of Denver requirements, coordination with DEN, and working in an aviation environment.

**Reference:** Henry Stoppolecamp, Manager Eng. Technical Services, RTD, Henry.Stoppolecamp@rtd-denver.com, 303.229.6000

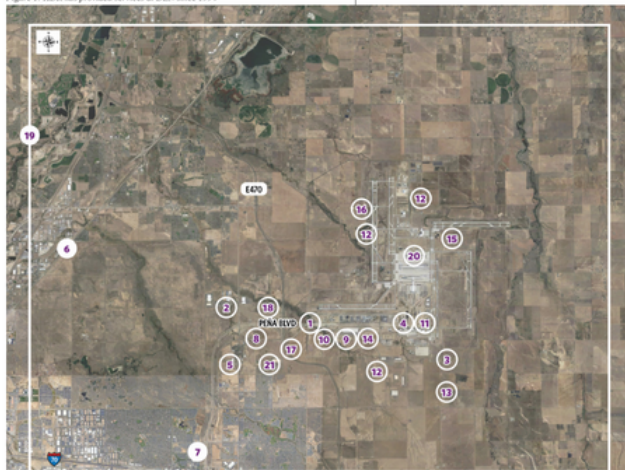
**Contract Value:** \$126M

**Subs and % of work performed:** 45% and over 30+ subcontractors

**Gross fees:** \$109M

**Outcome/result:** This project opened up an entire new means of transportation for passengers and employees at DEN to the downtown Denver area

Figure 1: HDR has provided services at DEN since 1994



## PROJECT

1. West Approach Plan
2. Second Creek Right of Way
3. 64th + 35L
4. East Approach Transportation Study
5. Peña Next - Mobility Next
6. 88th Avenue Trac Study
7. Peña Boulevard Roadway and Drainage Design
8. RTD Eagle P3 (East Corridor) Design and Implementation
9. Pikes Peak Parking Lot Phase I
10. Pikes Peak Parking Lot Phase II
11. Parking Planning Expansion and Remote Alternatives (3)
12. Contaminated Stormwater Storage Ponds (3 sites)
13. CDL Training Lot Design
14. Airport Boulevard Bridge
15. T-1 Roadway Design
16. Parking Management and Revenue Control System
17. 30 Gun Club Interchange Trac Planning
18. Peña Experience Planning
19. Colorado Aerotropolis Summary Report
20. Concourse C Apron for Southwest Airlines\*
21. Peña Station NEXT Experience Vision and Wellness Program Plan

\*Project Manager Mike Witw worked on the Concourse C Apron prior to joining HDR.



Thank you







# Scott Johnson

[sjohnson@v-1consulting.com](mailto:sjohnson@v-1consulting.com)

(720) 891-5555

## SUMMARY

Scott is a construction management professional with over 20 years of program and project management experience managing all phases of construction from inception through design, construction and closeout. Scott has had the opportunity to manage programs and projects across multiple market sectors including aviation, transportation, healthcare, biotech, high-rise residential, and retail



### CERTIFICATIONS

Certified Construction Manager (CCM)

Project Management Professional (PMP)

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

### MEMBERSHIPS

Construction Management Association of America (CMAA)

Project Management Institute (PMI)

### SKILLS

P6 Scheduling Software  
Microsoft Project Software  
Project Management Software (Procore, eBuilder, Constructware, etc.)

### EDUCATION

Bachelor of Science in Construction Management  
Minor in Business Administration  
Sacramento State University

## EXPERIENCE

### Executive Vice President, V-1 Consulting

One of two (2) founding members of V-1 Consulting, LLC. Helped establish company vision, mission and overall market strategy as well as assists with the planning and directing of all aspects of the company's operational policies, objectives and initiatives. Designs and implements business operations strategies and procedures to attain short and long term financial and operational goals while promoting the company's vision and culture.

### Senior Program Manager, V-1 Consulting

As Senior Program Manager, implemented the overall Program Management Plan and built a team of three (3) project managers who are currently supporting the overall United Airlines United Club program at Denver International Airport. The program consists of six (6) different club projects spanning five (5) years.

### Project Scheduler, V-1 Consulting, LLC

Project Scheduler on the Turner-Flatiron Joint Venture team for the A-West Concourse Expansion program at Denver International Airport.

### Senior Manager, United Airlines, Inc.

Senior Manager in United's Corporate Real Estate Planning and Development department, leading the overall Florida region's portfolio of projects. Projects ranged from small ticket counter type projects up to large scale projects such as TPA's line maintenance hangar.

### Senior Project Manager, Arcadis

Chicago Transit Authority (CTA) - Supervised the project management, controls, field oversight, engineering support, quality assurance and safety for multiple Chicago Transit Authority (CTA) infrastructure projects including fueling facility upgrades, HVAC system upgrades, building automation system installations, bus inspection pit replacements, and facility roof replacements ranging from \$1 million to \$10 million.

Chicago Housing Authority (CHA) - Spearheaded the development of a detailed and comprehensive 50-year Capital Maintenance plan for CHA's Capital Maintenance Program as well as managed the design and construction of 16 residential property renovations with individual contract values up to \$15 million.



# Hunter Wardlaw

[hwardlaw@v-1consulting.com](mailto:hwardlaw@v-1consulting.com)

(303) 907-6251

## SUMMARY

### EDUCATION

Bachelor of Science in Civil  
Engineering  
Minor in Economics  
Colorado School of Mines

Hunter is a senior construction project manager with more than 7 years' experience at the Denver International Airport. Hunter has managed over 10 separate multi-million-dollar projects as a Project Manager and Construction Manager including a \$220 Million dollar Concourse Expansion. Hunter has 5 years of offshore oil and gas project engineering experience developing offshore installation procedures, managing welding production and coordinating subcontractor fabrication.



## EXPERIENCE

### **Senior Project Manager, V-1 Consulting, LLC**

Denver, Colorado — 2022-Present

Senior Project Manager leading the overall project management of the \$16M Plaza Premium Group / Capital One airport lounge at Denver International Airport.

### **Construction Manager, WSP**

Denver, Colorado — 2018-2022

#### **Concourse B East Expansion (DEN) - Denver, Colorado (2018-2022)**

Construction Manager for the \$220M Denver International Airport Concourse B East Expansion adding ten (10) new gates to the airport and renovating two (2) existing gates. This project includes a 135,000 sqft building with apron, concourse and mezzanine levels. The scope includes but not limited to Jet Fuel Vaults and Fuel Pits, Civil utilities grading and pavement, Passenger Loading Bridges, Life Safety Systems, Comm Rooms, Digital Wayfinding, Terrazzo, Bathrooms, etc.

### **Project Manager, Flatiron Constructors**

Denver, Colorado — 2015-2018

#### **Concourse A-West & B-West Expansion (DEN) - Denver, Colorado (2017-2018)**

Responsible for the concourse A West construction and jet bridge relocation. Project Manager for the first task order to relocate two jet bridges on Concourse A.

#### **Gate Apron Rehab and Drainage Improvements (DEN) - Denver, Colorado (2015 - 2017)**

Started as the project engineer and promoted to the project manager, responsible for the project team, subcontractors and client relations. This CM/GC project, located on airside airport property involves the rehabilitation of 11 Gate Aprons along Concourse B & C, including drainage installation, utility installation, concrete removals, asphalt paving, concrete paving.



# Kaitlin Doherty

[kdohertry@v-1consulting.com](mailto:kdohertry@v-1consulting.com)

(303) 912-7956

## SUMMARY

Kaitlin is an experienced Project Manager with emphasis in operational impact, efficiencies, reliability, and innovation. 10 years in the aviation industry working for multiple airlines in operational and strategic roles. Kaitlin has spend her career working out of Denver International Airport and is incredibly familiar with the operating requirements and constraints that DEN has been working through over the past 10 years.



### CERTIFICATIONS

Project Management  
Professional (PMP)  
(In Progress)

OSHA 30 Certification

SAS Certified

### SKILLS

Microsoft Project Software  
Microsoft Excel

### EDUCATION

Bachelor of Science in  
Management Information  
Systems (MIS) + Business  
Analytics  
Emphasis in Project  
Management

Colorado State University  
Global Campus

Golden Key International  
Honors Society

Sigma Beta Delta Honors  
Society

## EXPERIENCE

### **Sr. Project Manager, V-1 Consulting, LLC**

Denver, Colorado — April 2022-Present

Kaitlin is currently the Sr Project Manager on the PSP Outbound Baggage Handling System Analysis project at Palm Spring International Airport. The scope for this project includes the review of their current baggage system in order to make recommendations on investments required to increase baggage throughput for their current and anticipated passenger volumes.

### **Sr. Manager Projects and Execution, United Airlines**

Denver, Colorado — 2020-2022

Sr. Manager Projects and Execution for the Airport Operations Division of United Airlines at Denver International Airport. Some of her main responsibilities included leading the Denver Growth Strategy Program for the HUB. This program had a focus on operational project execution in partnership with the Corporate Real Estate Team. Tenant improvement & operational space optimization. Partnership with Continuous Improvement teams to evaluate procedures and opportunities for efficiency gains, and manpower reduction opportunities through automation.

Project Experience: Aircraft Runway Parking (COVID Pull Down), Remote RON Aircraft Parking, UAL B-West Employee Support Space , UAL A-West Space Optimization, UAL Deicing Facility Tear Down and Rebuild

### **Station Operations Manager- Planning & Strategy, United Airlines**

Denver, Colorado — 2018-2020

In this role Kaitlin was responsible for creating the strategy and leading the project management of various operational based projects for the Denver Station. Planning and support for future flight activities to include staff planning based on projected needs, personnel schedules, efficiency models and recruiting/hiring needs. Partnership with Corporate Real Estate and Airport Affairs teams for Operational Impact Coordination and Project Planning for United based and DEN Airport based projects. This role also included project justification and presentation to Finance and Sr. Leadership teams.

Project Experience: UAL Station Operations Redesign (Space & Tech) , UAL A- East Ground Load Facility, UAL Gate Apron Rehab & Drainage Improvement, UAL Deicing Fleet Expansion



# Seth Johnson

[sejohnson@v-1consulting.com](mailto:sejohnson@v-1consulting.com)

(303) 301-5080

## SUMMARY

Seth is a construction management professional with over 15 years of project management, planning, and project controls experience.



### SKILLS

P6 Scheduling Software  
Microsoft Project Software  
PowerBI  
ERP  
Oracle  
SAP  
Bluebeam

## EXPERIENCE

### **Project Controls Manager, V-1 Consulting, LLC**

Denver, Colorado — 2022-Present

As Project Controls Manager, currently providing project controls for the DEN Baggage Handling System program at Denver International Airport. Implemented new reporting tools utilizing PowerBi for project dashboards across the company.

### ***City of Denver, BHS Program Project Controls Manager - Denver, CO***

Project controls manager for all active BHS projects, Consolidated CBRA, 5.5 project and TSA recapitalization. Providing project controls, and scheduling. Supporting the project teams and the Program Manager.

### **Senior Project Engineer, Kiewit Infrastructure Co.**

Denver, Colorado — 2019-2022

As a Senior Project Engineer Manage personnel in mega design build Central 70 project for the I70 expansion in Denver, Colorado. Oversee daily cost/productivity meetings (PF's, Cost per unit, budget, CTC, CAC, Quantities, etc.) subcontracts, change management, schedule, trucking operations, bulk commodities, temporary barrier, on-site crushers, cost control, accounts payable, and project dashboards. Review monthly reports and update forecast with senior leadership. Quality, NDC, FDC, and NCR management.

### **USA Business Manager, Wood Group**

Denver, Colorado — 2014-2019

As integral member of leadership team, formulated business unit strategies and objectives, prepared budgets, defined KPIs, analyzed business performance, and enforced cost control. Managed business unit's effort in estimating, commercial, project controls and PMO. Frequently and thoroughly reviewed projects to optimize cost containment, change management, scope of work, schedule adherence, progress, and productivity. Oversaw construction, project management, project controls, and safety for projects of all sizes.

### **Project Manager, Wood Group**

Denver, Colorado — 2005-2014

Proficiently managed large projects valued up to \$100M with critical accountability for estimating, budgets, project tracking, QA/QC Deliverables, change management, cost control, contracts, and timeline adherence. Design/conception and estimating, quality handover documents, change management and resource loading project management software.

### EDUCATION

Bachelors of Arts  
in Liberal Studies  
Master's College  
Santa Clarita, CA

Masters of Business  
Administration  
Webster's University  
St. Louis, MO



**Octavia Gafford**

[ogafford@v-1consulting.com](mailto:ogafford@v-1consulting.com)

(786) 547-1422

## SUMMARY

### SKILLS

Prolog Manager/Converge  
Microsoft Office Suite  
Adobe Acrobat  
Sharepoint  
ProIntegrator  
Bluebeam  
Procure

### EDUCATION

Business Management,  
Broward College

### Certification

Professional Event Planner  
Procure Admin Certification

Experienced in major design and construction projects within finance and administration, working on construction/engineering invoice review, and processing. Executed the monitoring, recording, and verification of costs and budgets, and conducted adjustments. Proficient in Prolog Manager provided training and supervision of existing and new employees on the various operations of the Prolog database. Engineering and Construction contract review for compliance, accuracy, and consistency. Contact person for Program directors, project managers, and clients providing proper lines of communication



## EXPERIENCE

### **Construction Administrator, V-1 Consulting**

Denver, Colorado — 2021-Present

*Baggage Handling System, Denver International Airport:* Record RFIs and submittals, prepare task orders, assist with on-boarding activities, review and prepare company invoice, edit monthly report narratives.

### **Document Control / Submittal Specialist, Skanska Traylor Shea**

Los Angeles, California — 2019-2020

*Westside Purple Line Extension Project, Section 1:* Conducted processes and procedures to effectively assist the project team with data management, document retention, and workflow processes, quality checking documents, and workflow management. Reviewed, uploaded, and published drawings via SharePoint for field use.

### **Quality Control, Primeskill Staffing Temporary Services -2018-2019**

Semi Valley, California

Performed quality control activities for various novelty and food products prior to transport. Monitored production processes to ensure products met the company's quality standards

### **Cost Control/Payment Analyst, Turner Construction-2015-2016**

Fort Lauderdale-Hollywood International Airport, Ft. Lauderdale, Florida

*Terminal 4 Gate Expansion Project:* CPM Office Review, correction, and preparation of contractor payment applications. Chair draft payment application review meetings. Reviewed CPM reimbursable budgets, contract compliance.

### **Assistant to the Program Director, AECOM -2009-2015**

Fort Lauderdale-Hollywood International Airport, Ft. Lauderdale, Florida

*Expansion of Runway 9R/27L/ US-1 FEC RR Structures*

### **Prolog Administrator, Flag Luxury Properties -2007 -2008**

Anguilla, British West Indies

### **Construction Support, URS Corporation -2001-2007**

Fort Lauderdale-Hollywood International Airport, Ft. Lauderdale, Florida

*Administration Office, Finance Department, Field Office:* Rental Car Center, Sanitary Sewer/Force Main, Terminals 2, 3, & 4, and Interim Baggage Projects. Reviewed, corrected, and prepared invoices. Prepared Optional Services Work Authorizations, Notices to Proceed, contract close-out. Program-wide financial database operation; tracking and recording budgets, expenses, commitments, adjustments purchase orders, transfers of funds.



# Shawn Williams

[shawn@v-1consulting.com](mailto:shawn@v-1consulting.com)  
(773) 398-4041

## SUMMARY

Shawn is a human resources & project management professional with over 20 years of experience. Shawn spent the first phase of her career in the technology space managing software projects. Within the past 2 years Shawn has transitioned to supporting a small business grow by leading all human resources, community involvement and diversity outreach efforts.



### CERTIFICATIONS

Certified Scrum Product  
Owner (CSPO)

### EDUCATION

Bachelor of Business  
Administration (BBA)  
Cum Laude  
Double Major in Management  
Information Systems and  
Human Resource Management  
Ohio University

## EXPERIENCE

### **HR Officer, V-1 Consulting**

Denver, Colorado — May 2020-Present

As V-1's Human Resource (HR) Officer, Shawn has been instrumental in leading V-1's community involvement efforts by organizing V-1's volunteering events. These include the 2022 Junior Achievement Bowl-a-Thon which raised funds to support and inspire young people to succeed in a global economy, as well as the We Don't Waste Mobile Food Market volunteer event, which worked to reduce hunger and food waste in the Denver area by recovering quality, unused food from the food industry and delivery it to nonprofit partners, such as food pantries, soup kitchens, shelters, schools and daycare programs. Recruiting efforts focus on a diverse practice by recruiting at colleges as well as attending meetings such as the Women in Construction panel discussion.

### **Global Product Manager, Expedia**

Chicago, Illinois — May 2019-May 2020

While working as a Global Product Manager at Expedia, Shawn was actively involved in several corporate diversity outreach programs. She participated in Expedia's Women in Leadership panel discussion for International Women's Day as well as organized two (2) other events for Expedia's Women in Leadership group that resulted in \$1500 donation to a local women's charity and one new hire for Expedia's Chicago office. Shawn also led a group of 13 co-workers to volunteer at the Cradles to Crayons giving factory providing supplies for children in need.

### **Technical Project Manager, Expedia**

Chicago, Illinois — January 2016-May 2019

As a Technical Project Manager, Shawn started to get involved in diversity outreach events by participating in career fairs at local colleges as well as Expedia "Interview Days" to recruit women in technology. Through these events, Shawn realized the importance of engaging with young women looking to enter the field of technology. Through this effort, she was successful in providing opportunities for talented young professionals looking to enter the this extremely challenging field.



# Jason Bonini, PE

jason.bonini@basisp.com

(719) 235-2901

## SUMMARY

### Registrations

Professional Engineer:  
Colorado No. 49461

### Memberships

American Society of Civil  
Engineers (ASCE)

### EDUCATION

Bachelor of Science in  
Civil Engineering  
Colorado School of Mines

Jason has 13 years of design and management experience on transportation projects in Colorado and California. He currently serves as a Project Manager and Design Team Lead, and has a background in construction management, and roadway and structural design. Jason's design background includes design-bid-build, CMGC, and design-build projects. He is known for his attention to detail in design and management to ensure that projects are completed on-time and under budget.



## EXPERIENCE

### **CDOT Non-Project Specific General Engineering Services**

Front Range, Colorado

Contract Manager. This contract consists of providing non-project specific (NPS) support to CDOT Regions 1, 2, 4, and Headquarters for general engineering services. Jason is the contract manager for this NPS contract and serves as the project manager for individual task orders.

### **SH 115 – Colorado Springs to Penrose**

Colorado Springs, Colorado

Project Manager. The project consists of pavement improvements on SH 115 from Colorado Springs to Penrose due to extensive pavement distress. Basis is a subconsultant responsible for drainage design for four miles and construction phasing for the full 11-mile corridor. Responsibilities included contract management, design oversight for drainage and phasing deliverables, senior technical reviews, and coordination with the design team and CDOT.

### **I-25 – Fillmore to Garden of the Gods**

Colorado Springs, Colorado

Project Manager. The project consists of improving safety and level of service by adding auxiliary lanes along a 2-mile stretch of I-25 between Fillmore Street and Garden of the Gods Road. Design includes the replacement of an existing bridge over Ellston Street, pavement rehabilitation and reconstruction, and new drainage infrastructure. Basis is a subconsultant responsible for construction phasing, roadway design and modeling support, grading and erosion control, and drainage design support. Responsibilities include design oversight for drainage and phasing deliverables, senior technical reviews, and coordination with the design team and CDOT.

### **I-25 Over South Academy Bridge Replacement**

Colorado Springs, Colorado

Project Manager. The project consisted of design for the replacement of the I-25 bridges over South Academy Blvd and was part of a larger CMGC program, the Military Access, Mobility & Safety Improvements Project (MAMSIP). Jason's management tasks included overseeing design and subconsultants; coordinating the schedule with the other MAMSIP projects; coordinating with CDOT and other stakeholders; budget and schedule management; and managing the internal QA/QC process.



# David Ziegler, PE

david.zeigler@basisp.com

(337) 852-5685

## SUMMARY

### Certifications

CDOT Designing Pedestrian  
and Bicycle Facilities

### Registrations

Professional Engineer  
CO No. 54344

### MEMBERSHIPS

American Society of Civil  
Engineers (ASCE)

### EDUCATION

Bachelor of Science in  
Civil Engineering, Louisiana  
State University

David is a Professional Engineer with 9 years of design and management experience on transportation projects throughout Colorado and Louisiana. He currently serves as a Senior Project Engineer and has a background in predominantly roadway and traffic design and overall project management. Other experiences include water/wastewater and other utility design, hydraulic/drainage design, and site layout. For the last 7 years, his specific areas of design experience include roadway geometry, corridor modeling, construction phasing, traffic control, roadside design, pedestrian and bicycle facility design, signing and striping, cost estimation, construction specifications, and management of schedule and budget. David's project background includes design-bid-build, CMGC, and design-build projects. He is known for his attention to detail and dedication to quality in design and drive to motivate and lead design teams to successful deliverables.



## EXPERIENCE

### **Black Forest Road Widening**

Colorado Springs, Colorado

Project Manager and Design Lead. The project consisted of widening Black Forest Rd from Woodmen Rd to Research Pkwy (1.5-miles). As project design lead, David's responsibilities included completion of all roadway and traffic elements as well as coordinating the overall design of this multidisciplinary project to ensure a cohesive design. As Project Manager, David was responsible for planning and leading client, stakeholder, and team meetings, tracking project budget and schedule, meeting with private property landowners and stakeholders, coordinating with subconsultants, and project invoicing until the submission of draft Contract Documents.

### **I-25 Improvements MM 127 to MM 146 (MAMSIP)**

Colorado Springs, Colorado

Roadway Design Lead and Project Engineer. The project consisted of design for rehabilitation of I-25 from mile marker 127 to 135 and widening from mile marker 135 to 138 and mile marker 144 to 146. The team worked closely with CDOT Region 2 to determine construction costs for mile marker 127 to 135 to determine rehabilitation and reconstruction alternatives. Design included the future widening of I-25 in this stretch and several construction cost iterations to aid CDOT in identifying funding opportunities. The team also provided support for CDOT on a BUILD Grant application.

### **SH 119 Park-N-Ride**

Longmont, Colorado

Deputy Project Manager and Design Lead. The project consisted of an alternatives analysis to identify a preferred alternative for interim stops on a new Bustang route. Our team developed a comprehensive list of alternatives that was reduced to nine through coordination with CDOT Region 4, CDOT DTR, and FHWA.





# Derek Phipps, PE, PSP

derek.phipps@basisp.com

(719) 733-3492

## SUMMARY

### Certifications

CDOT Transportation Erosion Control Supervisor (TECS)

OSHA 10-hour (Construction)

OSHA Confined Space

CCA Bridge Girder Erection Safety

CCA Work Zone Traffic Control

CDOT Construction Project Administration

CDOT Site Manager

AACE Planning and Scheduling Professionals (PSP)

### Registrations

Professional Engineer:  
Colorado No. 44470

### EDUCATION

Bachelor of Science in  
Civil Engineering  
University of South Florida

Derek has been involved with public transportation construction projects since 2008 for local agencies, state transportation departments, transit authorities, airports, and the federal highway administration. His diverse project experience provides unique perspective on construction document packaging, specifications, technical requirements for alternative delivery, schedules, and risk management. As a schedule review specialist, Derek is experienced using both Oracle Primavera P6 and Microsoft Project and support add-ons including Claim Digger to assist the owning agency with ensuring project schedules are realistic, feasible, and progressed appropriately.



## EXPERIENCE

### **2C Road Improvements**

City of Colorado Springs, Colorado

Deputy Contract Manager. Overall project consists of \$50M per year for repair of city streets including pre-overlay concrete (POC), pre-overlay pipe (POP), surface milling, subgrade stabilization/repair, asphalt overlay, and ADA improvements. The POC program has completed \$90M of repair and accessibility improvements including 4,700 new and retrofit curb ramps and the Overlay program has completed \$100M of resurfacing across 844 lane-miles.

### **Defense Access Roads – Colorado Springs Airport**

Colorado Springs, Colorado

Project Engineer. Project consisted of new Principal and Minor Arterial roadway and widening of an existing arterial. Responsibilities included submittal reviews, RFI responses, review of progress pay estimates, preparation of change orders, and documentation of daily work with photos and diaries. Project funding was overseen by CDOT which required adherence to the CDOT Local Agency Manual. Due to successful partnering, the project was completed within its original schedule of 10 months.

### **SH 21 & Research Parkway**

Colorado Springs, Colorado

Schedule Reviewer. This interchange construction project at the intersection of Powers Blvd (SH21) and Research Pkwy includes a new single-span concrete bridge, extensive earthwork, and a new RCP storm drain system with detention pond. Responsibilities include reviewing/analyzing contractor baseline and monthly schedule updates.

### **Ramps Overlay Project**

Colorado Springs, Colorado

Engineer in Responsible Charge (EIRC) and Schedule Reviewer. This project includes the resurfacing of the on/off-ramps at 3 interchanges along interstate 25 through Colorado Springs and 1 interchange at SH115/NORAD/Fort Carson. Responsibilities included performing EIRC duties, managing inspection staff, and reviewing & analyzing construction schedules.



Allison Ako, PE

allison.ako@basisp.com

(808) 206-0201

## SUMMARY

### Registrations

Professional Engineer:  
Colorado No. 53755

### EDUCATION

Bachelor of Science in Civil  
Engineering  
University of Hawaii, Manoa

Allison has 8 years of experience in surface drainage design and transportation construction projects. She started her career in Hawaii focused on water projects before moving to Colorado. To continue expanding her skillset, Allison sought an opportunity to work on transportation construction projects in Colorado Springs. Her diverse background allows her the ability to provide added value on any project whether it be for design or construction.



## EXPERIENCE

### **SH 115 – Colorado Springs to Penrose**

Colorado Springs, Colorado

Drainage Engineer. The project includes the delineation, analyzation, and assessment of a historic arch bridge at Little Fountain Creek and 25 culvert crossings. Allison provided delineations, analysis of the pipe networks, and roadside ditch capacity analysis based on the assessed flow conditions. These hydrologic analysis and hydraulic design tasks spanned four miles of highway widening along SH 115.

### **I-25 – Fillmore to Garden of the Gods**

Colorado Springs, Colorado

Grading and Erosion Control. This project involves adding auxiliary lanes on I-25 between Fillmore St and Garden of the Gods Rd and identifying a phased implementation plan for the ultimate EA section on I-25. Responsibilities include developing the Stormwater Management Plan and initial, interim, and final Erosion Control Plan. Allison also provided drainage support, which included the preliminary hydrology and hydraulics for the Holland Park bypass line that discharges to South Douglas Creek from the surrounding neighborhood.

### **Craig and Gould Road and Utilities Improvements**

Castle Rock, Colorado

Drainage Engineer. Responsible for hydrologic analysis and hydraulic design of proposed drainage improvements. This included basin delineations and modifying an existing StormCAD model to produce multiple proposed storm pipe network improvement alternatives for an existing neighborhood with no infrastructure.

### **Chipita Park Drainage Improvements**

El Paso County, Colorado

Hydraulics & Hydrology. Project consisted of design, analysis, modeling, and drafting of proposed channel improvements including culvert design. The existing channel was eroded and had previously flooded the adjacent elementary school after the Waldo Canyon Fire. Responsibilities included design for channel stabilization and culvert improvements to provide sufficient channel capacity.



# Jack Patton, EIT

jack.patton@basisp.com

(719) 491-3755

## SUMMARY

### Certifications

COS SWENT/ATA  
Stormwater  
Management &  
Erosion During  
Construction

OSHA 10-hour  
(Construction)

OSHA CPR, AED, FA

CCA Work Zone  
Traffic Control

### Registrations

Engineer-in-Training:  
California

### EDUCATION

Bachelor of Science in  
Civil Engineering  
San Diego State University

Jack is a construction inspector with over 5 years of industry experience with quality control for vertical construction. His previous work experience includes employment at El Paso County where he reviewed new development plans and performed engineering duties. Prior to his work at the County, Jack worked for several vertical construction and engineering companies on military installations and served his country in the United States Navy. Most of his experience has been in the role of project engineer/quality control.



## EXPERIENCE

### 2C Road Improvements

City of Colorado Springs, Colorado

Pre-Overlay Concrete Inspector. Overall project consists of \$50M per year for repair of city streets including pre-overlay concrete (POC), pre-overlay pipe (POP), surface milling, subgrade stabilization/repair, asphalt overlay, and ADA improvements. The POC program has completed \$90M of repair and accessibility improvements including 4,700 new and retrofit curb ramps and the Overlay program has completed \$100M of resurfacing across 844 lane-miles. Work includes the assessment, planning, repair, installation and/or replacement of sidewalks, cross pans, pedestrian curb ramps, curb and gutter, curb returns, drainage structures, and asphalt pavement on various sites throughout the City. Coordination efforts include protecting and/or working adjacent to other departments or projects including Colorado Springs Utilities, City Engineer, City Traffic Signals, Private Parties, New Development, and the City of Colorado Springs Parks, Recreation and Cultural Services. A key feature of the program is the verification that all pedestrian curb ramps meet governing specifications of the American with Disabilities Act (ADA) and Proposed Guidelines for Accessible rights-of-Way (PROWAG).

### Civil Engineer, El Paso County

El Paso County, Colorado

Project Engineer/Quality Control Engineer. Jack previously worked for El Paso County where he worked on multiple projects throughout the County. Jack's responsibilities included reviewing new development plans, supervising construction of major projects, and ensuring Federal and State requirements were met.

### US Army – Tactical Equipment Maintenance Facilities

Fort Carson, Colorado

Project Engineer/Quality Control Engineer. The project consisted of \$69M construction of a standard design Tactical Equipment Maintenance Facility (TEMF). Project includes two large maintenance facilities, tactical/organizational vehicle parking, organizational storage, TUAV Maintenance Hangars, Distribution Company warehouse, petroleum and other hazardous material storage, and maintenance space. Jack was responsible for preconstruction submittals, executing contracts, project submittals, maintaining the schedule, RFIs, and performing project engineer and quality control duties as needed.



# Matthew Nutter

[mnutter@shrewsusa.com](mailto:mnutter@shrewsusa.com)

(303) 912-4593

## SUMMARY

### CERTIFICATIONS

Professional Engineer  
CO, TX

### MEMBERSHIPS

Airport Consultants Council  
(ACC)

Colorado Airport Operators  
Association (CAOA)

### EDUCATION

B.S., Civil Engineering, 1995,  
Michigan State University

Matt has 24 years of experience in the design and construction of airport expansion and rehabilitation projects. His experience and responsibilities have included resource allocation, technical oversight, client coordination, quality control, and staff development. Most of his career has been spent working on capital improvement projects at airports in Colorado, Wyoming, Utah, Indiana, Tennessee, and Louisiana, providing him a strong understanding of the challenges and opportunities associated with delivering aviation projects in multiple states and regions. 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 Denver International Airport as a Design and Construction Project Manager as well as a Program Manager overseeing airfield design teams.



## EXPERIENCE

### Runway 16L-34R Rehabilitation

Denver International Airport - Denver, CO

Shrewsberry project manager responsible for overseeing haul road grading and storm drain design, geometric layout alternatives, airfield pavement markings, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

### Taxiway F & G Pavement, Lighting and Safety Area Rehabilitation

Denver International Airport - Denver, CO

DEN Project Manager developed the design scope requirements for Designer of Record (DOR), developed & provided design criteria for the project, and reviewed design throughout design development at review milestones, providing technical comments and responses to design RFI's. Aspects of this review & technical comments included wet & dry utilities, shoulder grading design, and Taxiway electrical rehab & rerouting. Matt also led an extensive stakeholder coordination effort with the airlines, FAA, and DEN Planning in the development of project phasing to minimize operational impacts to Airlines accessing the airports 3 Westside Runways.

### Concourse C East Expansion Apron

Denver International Airport - Denver, CO

Managed the team for site civil, electrical, and apron pavement design for a \$38 million, 235K square yard apron expansion project associated with Concourse C expansion & new commuter facility projects. Responsible for civil and electrical components of the design, including airfield pavements, drainage (5,430 linear feet of trench drain), utilities, airfield electrical systems, and jet fuel distribution system with 10 new jet fuel pits.



# Landen Yasuda

lyasuda@shrewsusa.com  
(720) 924-4916

## SUMMARY

### CERTIFICATIONS

Professional Engineer  
AR, CO, IN, KY,  
LA, OH, OR, TN, TX, WA

Private Pilot – Airplane  
Single Engine Land, 2011,  
Federal Aviation  
Administration

### MEMBERSHIPS

Airport Consultants Council  
(ACC)

Colorado Airport Operators  
Association (CAOA)

### EDUCATION

B.S., Civil Engineering,  
University of Colorado at  
Boulder

Landen has more than twelve 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, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, pavement designs, drainage designs, as well as reviewing construction submittals and RFI's. He is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures. He also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.



## EXPERIENCE

### **Taxiway EE Grading, Drainage, Paving, and Lighting**

Denver International Airport – Denver, CO

Shrewsberry design manager responsible for overseeing Allium St. grading & geometric design, storm drain design, airfield pavement markings, concrete pavement joint layout, plans preparation, quantity calculations, and technical memorandum documentation. Work includes construction of new Taxiway EE between Taxiway M and Taxiway ED.

### **Runway 16L-34R Rehabilitation**

Denver International Airport – Denver, CO

Shrewsberry is serving as design manager who is responsible for overseeing haul road grading and storm drain design, geometric layout alternatives, airfield pavement markings, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

### **Runway 8-26 Complex Rehabilitation**

Denver International Airport – Denver, CO

As Design Engineer, Landen conducted the design for runway & taxiway concrete pavement replacement within the east airfield complex. Work included concrete joint layout design, pavement marking design, cost estimating, preparing technical specifications and contract documents.

### **Gate Apron Rehabilitation and Drainage Improvements Program, Package 1**

Denver International Airport – Denver, CO

Design Engineer who was responsible for developing and updating final surface and subsurface grading models, plans, earthwork quantities, and overall construction documents development for the Concourse B Apron Pavement Rehabilitation Project. The project included pavement rehabilitation between gates B38 to B50 from the inner vehicle service road (VSR) to the outer VSR with associated grading and drainage,



# Alexandra Tweedle

atweedle@shrewsusa.com

## SUMMARY

### CERTIFICATIONS

Professional Engineer  
CO, WA

### MEMBERSHIPS

Airport Consultants Council  
(ACC)

Colorado Airport Operators  
Association (CAOA)

### EDUCATION

B.S., Civil Engineering,  
Florida State University

Alexandra has over eight years of civil engineering design and field experience specializing in aviation-related projects. She has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Alexandra has experience in preparing plans, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, design analysis reports, pavement designs, and grading/drainage designs using a variety of computer-aided design packages. She also has experience with construction inspections and submittal reviews. She is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures, and Safety Risk Assessment (SRA) processes. She also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.



## EXPERIENCE

### **Gate Apron Rehabilitation and Drainage Improvements Program, Package 1**

Denver International Airport – Denver, CO

Design Engineer who was responsible for developing and updating final surface and subsurface grading models, plans, earthwork quantities, and overall construction documents development for the Concourse B Apron Pavement Rehabilitation Project. The project included pavement rehabilitation between gates B38 to B50 from the inner vehicle service road (VSR) to the outer VSR with associated grading and drainage, pavement design, utility conflict resolution, and jet fuel distribution adjustments.

### **Runway 16L-34R Rehabilitation**

Denver International Airport – Denver, CO

Design Engineer who was responsible for haul road grading and storm drain design, geometric layout alternatives, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

### **Taxiway DS East**

Denver International Airport – Denver, CO

Design Engineer who was responsible for taxiway and apron grading design, storm drainage design, geometric layout, erosion control plans, plans preparation, quantity calculations, and design analysis report. Work included the design of a new Airplane Design Group 5 taxiway connection, snow removal equipment (SRE) parking pad, and a new remain overnight (RON) aircraft parking apron.



# Bradley Frederick

bfrederick@shrewsusa.com

(720) 439-8854

## SUMMARY

Brad has 45 years of professional engineering and project management experience and is rich and diverse in all phases of project execution from concept to construction completion. He has an established work record executing numerous complex projects by building and directing cohesive multi-discipline professional teams, promoting collaborative efforts and exceptional client service, and achieving high quality outcomes. His extensive experience with lead design, owner representation, and construction practices on large multi-discipline projects makes him an asset to any project.



### CERTIFICATIONS

Professional Engineer CO

### MEMBERSHIPS

American Society of Civil Engineers

American Council of Engineering Companies of Colorado (ACEC)

### EDUCATION

B.S., Civil Engineering,  
Rensselaer Polytechnic  
Institute

## EXPERIENCE

### **Project Management & Support Services**

Denver International Airport - Denver, CO

As Project Manager, Brad manages, coordinates and directs large, complex, multidisciplinary development, redevelopment, and capital improvement projects in all phases of the project, including define, design, build, closeout, and through completion. He manages and directs the work of consultants & related personnel who are assigned responsibility for various projects and/or portions of a project and defines & manages the overall change control processes and QA aspects of the project to ensure success.

### **Westin Hotel & Transit Center**

Denver International Airport - Denver, CO

Brad was a quality control manager. Brad's duties included managing and overseeing the concrete, civil infrastructure, curtain walls and precast panel installation, level 5 plaza waterproofing and roof system, hotel tower roof system, and the interior finishes for the DIA Hotel and Transit Center. Brad was also responsible for coordinating work activities with the third party independent testing agency and resolving non-conforming items.

### **Westin Hotel & Transit Center - Automated Guideway Transit System (AGTS)**

Denver International Airport - Denver, CO

Brad was the Concrete Quality Control Manager. Brad's duties included inspection of rebar, overseeing concrete installation for the running surfaces, ensuring that work performed by the contractor is in conformance with ACI Standards and the contract documents, coordinating the concrete field testing for the project, and assisting the Quality Control Manager in bringing resolution to all deficiencies. Brad used the Autodesk BIM 360 Field software on the iPad to perform initial, follow-up, and completion inspections during the construction of the AGTS.



# Alfonso Vargas IV

avargas@shrewsusa.com

(720) 408-1130

## SUMMARY

Alfonso has over 17 years of civil engineering experience focused on design and construction activities. He is a successful project management professional experienced in the Six Sigma Processes and is a demonstrated leader in design, implementation, operations and quality control. Alfonso's extensive experience as a project manager provides him with the ability to manage every aspect of a project from inception to completion. He has been responsible for complete oversight of project performance including, project status, schedule, cost control, and change management systems. Alfonso is highly skilled at maintaining relationships with clients, designers, subcontractors and consultants, which allows him to coordinate personnel and project resources.



### CERTIFICATIONS

Professional Engineer  
CO,MO

Project Management  
Professional (PMP)

LEED AP

ASHE Health Care  
Construction

Six Sigma Black Belt

US Army Corps of Engineers  
(USACE) Construction  
Quality Management for  
Contractors

OSHA 10-Hour

OSHA 30-Hour

HAZWOPER 40-Hour

First Aid, CPR & AED

### MEMBERSHIPS

American Society of Civil  
Engineers

US Green Building Council –  
Denver Chapter

American Society of  
Healthcare Engineering

Project Management Institute  
- Mile High Chapter

Hispanic Contractors of  
Colorado

### EDUCATION

B.S., Civil Engineering,  
Purdue University

## EXPERIENCE

### Project Management & Support Services

Denver International Airport - Denver, CO

As Project Manager, Alfonso manages, coordinates and directs large, complex, multidisciplinary development, redevelopment, and capital improvement projects in all phases of the project, including define, design, build, closeout, and through completion. He manages and directs the work of consultants & related personnel who are assigned responsibility for various projects and/or portions of a project and defines & manages the overall change control processes and QA aspects of the project to ensure success.

### Denver Union Station – Supervisors Kiosk

Denver Transit Operators – Denver, CO

As Project Manager on the DTO Denver Union Station – Supervisors Kiosk project, Alfonso coordinated with DTO on project related items, coordinated with stakeholders including the City & County of Denver and Regional Transportation District (RTD), assisted with permitting, procurement, design management, technical assistance, value engineering, and oversight during construction. Shrewsberry provided project management and civil design services for this project for the construction and design of a space for supervisors to meet with personnel on/near the platform of Union Station.

### Glenwood Springs Maintenance Facility Expansion

Roaring Fork Transportation Authority – Glenwood Springs, CO

Alfonso is a project manager on the RFTA Glenwood Springs Maintenance Facility Expansion project. His duties include coordinating with RFTA on project related items, coordination with stakeholders including the City of Glenwood Springs, assisting with Land Use permitting, procurement, design management, technical assistance, value engineering, and oversight during construction. Shrewsberry is the program manager for the RFTA Glenwood Springs Maintenance Facility Expansion project. The \$20 million expansion project includes the construction of a retaining wall and connecting road, a new heated bus storage facility, administrative space, and site improvements to the existing Glenwood Springs facility.





**Mike Witiw**  
[michael.witiw@hdrinc.com](mailto:michael.witiw@hdrinc.com)  
(425) 229-2894

## SUMMARY

With 21 years of global airport experience, Mike specializes in delivering complex aviation projects. Prior to joining HDR, Mike managed all airside projects associated with the \$900M International Arrivals Facility at Seattle-Tacoma International Airport (SEATAC). His experience working as an owner gives Mike an understanding of how critical stakeholder engagement, efficient and timely quality reviews, and accurate cost estimates are to successful airport design and construction projects.



### REGISTRATIONS

Professional Engineer - Civil,  
NE, US, #E-10741, DEC-2022

### INDUSTRY TENURE

22 years

### EDUCATION

MBA,  
University of Wyoming

Bachelor of Science  
in Civil Engineering  
Marquette University

## EXPERIENCE

### **Central Region Aviation Market Sector Leader, HDR Engineering, Inc.**

Denver, Colorado — 2018-Present

Mike is an airport project manager with aviation planning, design and construction management experience. He successfully delivers commercial, GA, military, and DOD aviation projects from planning through construction. Mike specializes in the oversight 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 aids, and lighting.

### **Terminal Planning Project Manager and Airside/Landside Planner. General Authority of Civil Aviation, Hajj Terminal Low-Cost Terminal Conversion Planning, King Abdulaziz International Airport (JED)**

Saudia Arabia — 2019-2020

Mike served as planning project manager and airside/landside planner for developing a new low-cost airline terminal connected to the existing Hajj terminal at JED.

### **Airside Project Manager. SEATAC, International Arrivals Facility**

Seattle, Washington - 2014-2018

Mike managed airside projects for this complex program, including converting 11 narrow body gate positions on Concourse A to 'swing gates' to allow for up to eight wide body aircraft, including three gates for very large Group V aircraft. The project included a new pedestrian walkway from the existing international gates to the new FIS.

### **Project Manager/Airfield Design Lead. Cannon Air Force Base, US Air Force Special Forces Command**

Clovis, New Mexico — 2014-2016

Mike was the project manager for the planning documents for a new 6,000-foot paved runway at the Melrose Range at Cannon Air Force Base. The new facility allows U.S. Special Forces to train for future missions in all weather conditions. The project includes a new paved runway, two end turn around, and a large apron to accommodate two C-130 aircraft and two CV-22 tilt-rotary aircraft. The project received Contractor Performance Assessment Reporting (CPAR) scores of exceptional.



# Brian Lincoln

[brian.lincoln@hdrinc.com](mailto:brian.lincoln@hdrinc.com)  
(970) 270-5966

## SUMMARY

Brian is a professional engineer who has been working on airport development projects since 2010. He has served as a client manager, design engineer, and construction manager on numerous projects throughout Colorado and the western United States and has gained a solid understanding of FAA design criteria, along with building a strong relationship with the Denver ADO. In addition, Brian has worked hand in hand with the client to ensure that operational shutdowns can be minimized to meet commercial and general aviation schedules.



### REGISTRATIONS

Professional Engineer,  
Colorado #49509 OCT-  
2023

Professional Engineer -  
Idaho, US, #P-21058 SEP-  
2022

Professional Engineer -  
Alaska, US, #CE-163771  
DEC-2023

Professional Engineer,  
Kansas #24373 APR-2024

### INDUSTRY TENURE

12 years

### SKILLS

Project Management  
Budget Management  
Schedule/Timeline  
Management  
Client Interface/Management  
Sponsor Interface  
Resource Management  
Project Procurement  
Marketing  
Subcontracts  
Design/Engineering

### EDUCATION

Bachelor of Science  
in Civil Engineering  
Colorado School of Mines

## EXPERIENCE

### **Aviation Project Manager, HDR Engineering, Inc.**

Denver, Colorado — 2019-Present

Skilled Project Manager ready to bring 12+ years of aviation-related experience to DEN projects. Diligent, forward-thinking and adaptable to dynamic company, customer and project needs. Successful at motivating teams to meet demanding timelines.

### **Project Manager, Boise Airport, On-Call Engineering Services**

Boise, ID – 2021-Present

Brian is assisting our Boise office with project management services to execute the program under HDR's current 5-year engineering on-call. Current projects include PCCP Apron repair and construction administration services for a new taxiway, with anticipated projects such as new taxiway construction services, a new apron to serve the future Concourse A expansion, and commercial runway rehabilitation.

### **Project Engineer, City of Tucson Airport Authority, Runway 12L/30R - CMAR Design Services**

Tucson, Arizona – 2019-Present

This project constructed a new 12,000-foot commercial runway. Brian was responsible for preparing the Construction Safety and Phasing Plans. Our team implemented innovative ways to provide safe and efficient phasing to minimize impact to operations and construction costs. One unique aspect was a fenced construction area of project landside, which provided safety and security. Fencing the project out of the Airport Operations Area allowed for 24-hour access for Contractor operations.

### **Project Manager, Kodiak Airport, Runway 11-29, Apron, and Taxiway C and D Rehabilitation - Design Services**

Kodiak, Alaska – 2019-Present

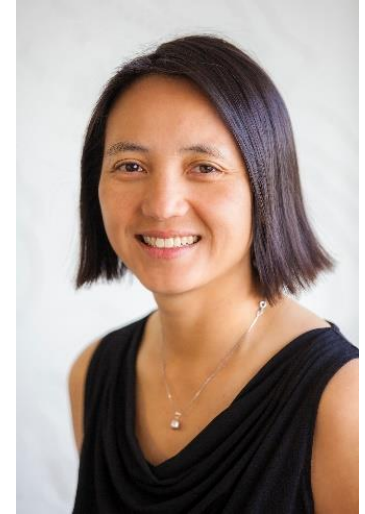
Brian managed a diverse resource team to three separate airfield projects under one scope of work, demonstrating his ability to multitask and successfully deliver a complex and challenging design.



**Chau Nguyen**  
[chau.nguyen@hdrinc.com](mailto:chau.nguyen@hdrinc.com)  
(303) 478-2150

## SUMMARY

Chau is a project manager and civil engineer. She has operational management experience as a roads and highways leader, office leader, and design staff manager managing design technical staff workload, completing business and client development activities, facilitating local office decisions among the various business lines, and managing design technical staff workload and provided mentoring and technical leadership to junior staff.



### REGISTRATIONS

Professional Engineer,  
Colorado #36769 OCT-2023

### INDUSTRY TENURE

28 years

### EDUCATION

Bachelor of Science in  
Engineering  
Colorado School of Mines

## EXPERIENCE

### **Senior Transportation Project Manager, HDR Engineering, Inc.**

Denver, Colorado — 2014-Present

Senior Transportation Project Manager with 28+ years of experience in providing group and operational management, providing input and direction regarding operations, staffing, short-term and long-term range business planning, yearly business goals and metrics, and marketing and business development strategies.

### **Contract Manager. City and County of Denver Engineering On-Call Contract**

Denver, Colorado — 2016-Present

Chau is managing the engineering on-call, which has executed 35 task orders ranging from planning to design. She has been involved and has provided her engineering expertise on over a third of the task orders, including Garfield Neighborhood Bikeways, Federal Boulevard Alternatives Analysis, Santa Fe Streetscape, 32nd Avenue Intersection Improvements, and the Baker Neighborhood Transportation Master Plan.

### **Engineering Design Lead. DEN South Terminal Redevelopment Program**

Denver, Colorado— 2010-2013- Prior to working for HDR

Chau was responsible for the overall drainage, stormwater management and erosion control, utility design, and coordination of the design of the AVI gates. She worked with DEN staff and vertical designers and architects to coordinate design elements with the roadway, grading, and other civil design with elements.

### **Contract/Task Order Manager, DEN On-Call Civil Design**

Denver, Colorado— 2004, 2006, and 2009

Chau managed contracts for over two dozen task orders for their landside improvements. She also managed multiple task orders concurrently with concurrent deadlines. Task orders included widening of Pena Boulevard, parking lot design, civil design, bus queuing improvements, and drainage and erosion control.



# Wendy Wallach

[wendy.wallach@hdrinc.com](mailto:wendy.wallach@hdrinc.com)

(303) 323-9817

## SUMMARY

### PROFESSIONAL MEMBERSHIPS

Women's Transportation Seminar (WTS)

American Association of Planning (APA)

### INDUSTRY TENURE

31 years

### EDUCATION

Master of Urban and Regional Planning, University of Colorado

Wendy is a senior project manager and environmental team lead with 31 years of experience in transportation planning focused on managing National Environmental Policy Act (NEPA) documents, environmental studies, and stakeholder coordination. As a recognized expert with private and previous public sector experience at CDOT, Wendy has a unique combination of technical expertise, and a strong understanding of local, state, and national compliance requirements. She has operational management experience as a roads and highways leader, office leader, and design staff manager where she managed design technical staff workload, completed business and client development activities, facilitated local office decisions among the various business lines, and managed design technical staff workload and provided mentoring and technical leadership to junior staff.



## EXPERIENCE

### **Environmental Team Lead, HDR Engineering, Inc.**

Denver, Colorado — 2015-Present

Senior Project Manager/Environmental Team Lead with extensive experience in the management of NEPA documentation and establishing successful stakeholder coordination and outreach programs during roadway, transit, and multimodal projects. Wendy's work has primarily focused on the Mountain West for several state departments of transportation, the Federal Highway Administration, the Federal Transit Authority, and the Federal Railroad Administration.

### **Project Manager, Rocky Mountain Metropolitan Airport, Preparation of Environmental Assessment for Jefferson Parkway**

Broomfield, Colorado — 2018-2019

As Project Manager, Wendy led a team in the prepared environmental assessment for Jefferson Parkway on Rocky Mountain Metropolitan Airport. The EA included an assessment of proposed roadway improvements through a runway protection zone.

### **Environmental Manager, Adams County, York St 58th Ave - PH1**

Brighton, Colorado — 2019-Present

Wendy is the Environmental Task Lead for this project that was designed to improve York Street with four lanes and included curb and gutter, sidewalks, streetlights, and landscaping. She is responsible for coordinating environmental analysis, permitting and resource agency coordination.