

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 **GARVER, LLC**, an Arkansas limited liability company authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

W I T N E S S E T H:

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

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

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

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

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

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

C. Standard of Performance.

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

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

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

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

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

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

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

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

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

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

C. Suspension and Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

9. DISPUTES:

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

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

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

11. GENERAL TERMS AND CONDITIONS:

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

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

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

D. Compliance with all Laws and Regulations.

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

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

E. Compliance with Patent, Trademark and Copyright Laws.

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

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

F. Notices.

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

by Contractor to:

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

And by the City to:

Garver LLC
188 Inverness Drive W Suite 500
Englewood, CO 80112
ATTN: Colin Bible
Phone: 720-744-4757
Email: cmbible@garverusa.com

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

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

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

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

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

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

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

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

L. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

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

D. Colorado Open Records Act.

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

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

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

E. Examination of Records and Audits.

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

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

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

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

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

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

H. Conflict of Interest.

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

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

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

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

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

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

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

15. FEDERAL RIGHTS:

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

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

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

- Appendix No. 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Professional Services Task Order Process
- Exhibit E: EDI Plan
- Exhibit F: Request for Proposals and Contractor's Response to Request for Proposals

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

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

17. CITY EXECUTION OF AGREEMENT:

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

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

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

[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202582713-00
GARVER, 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202582713-00
GARVER, LLC

By:

Signed by:

Colin Bible

32EA1B42277F414...

Name: Colin Bible
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Exhibit A

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

SCOPE OF WORK

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

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

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

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

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

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

SERVICES INCLUDE:

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

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

Exhibit A

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

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

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

SERVICES AUTHORIZATION

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

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

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

1. Airfield Pavement Design

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

2. Roadway Design

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

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

3. Bridge Design

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

4. Parking Facilities

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

5. Structural Engineering Design

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

6. Geotechnical Investigations and Other Predesign Services

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

7. Survey and Mapping

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

8. Miscellaneous Design Services

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

9. Construction Phase Support Services

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

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION

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

END OF EXHIBIT



EXHIBIT B COVER

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

Professional Services Agreements Core Staff Rates

DEN Contract Name:	On-Call Infrastructure Design
DEN Contract Number:	202582713
Prime Consultant:	
Project Name:	Garver, LLC
Project Number:	2501504
MWBE/SBE/DBE Contractual Goal:	21%
Consultant Main Point of Contact (POC):	Colin Bible, PE
Consultant Main POC Email Address:	CMBible@GarverUSA.com
Consultant Main POC Phone Number:	720-744-4757

Contract Point of Contact Signature

Colin Bible, PE

Contract Point of Contact Name

Date: 9/18/2025



City and County of Denver

Company Proprietary Information

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

Revision July 2025



COMPANY INFO

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	Garver, LLC	Prime	3.34	
2	Aeris Engineering, LLC	Sub	2.4162	3%
3	APR Consultants, Inc.	Sub	2.9	
4	Argus Companies, Inc.	Sub	3.4	
5	Calibre Engineering, Inc.	Sub	2.90521	
6	Civil Innvoations, LLC	Sub	3	3%
7	Faith Group, LLC	Sub	2.63	
8	Halliday Technologies, Inc.	Sub	3	
9	HCL Engineering & Surveying, LLC	Sub	3.228	6%
10	Iconic Consulting Group, Inc.	Sub	2.23	3%
11	Olsson, Inc.	Sub	3.2	
12	Pinyon Environmental, Inc.	Sub	3.42	
13	PK Electrical, Inc.	Sub	2.84	3%
14	Wong Strauch Architects, P.C.	Sub	3	
15	Yeh & Associates, Inc.	Sub	2.9848	4%
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STAFF RATES

Core Staff Rates

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

Company Name		Prime or Sub-Contractor	Position	Experience Level	Base Rate**	Multiplier	Calendar Year 1	Calendar Year 2	Calendar Year 3	Calendar Year 4	Calendar Year 5	Calendar Year 6
1	Garver, LLC	Prime	Design/Construction Project Manager	Level 5, Managerial	\$ 116.76	3.34	\$ 389.98	\$ 401.68	\$ 413.73	\$ 426.14	\$ 438.92	\$ 452.09
2	Garver, LLC	Prime	Design/Construction Project Manager	Level 4, Supervisory	\$ 93.18	3.34	\$ 311.22	\$ 320.56	\$ 330.17	\$ 340.08	\$ 350.28	\$ 360.79
3	Garver, LLC	Prime	Design/Construction Project Manager	Level 3, Full Experience	\$ 76.02	3.34	\$ 253.91	\$ 261.52	\$ 269.37	\$ 277.45	\$ 285.77	\$ 294.35
4	Garver, LLC	Prime	Engineer	Level 1, Entry	\$ 38.89	3.34	\$ 129.89	\$ 133.79	\$ 137.80	\$ 141.94	\$ 146.20	\$ 150.58
5	Garver, LLC	Prime	Engineer	Level 2, Developmetal	\$ 49.10	3.34	\$ 163.99	\$ 168.91	\$ 173.98	\$ 179.20	\$ 184.58	\$ 190.11
6	Garver, LLC	Prime	Engineer	Level 3, Full Experience	\$ 56.11	3.34	\$ 187.41	\$ 193.03	\$ 198.82	\$ 204.79	\$ 210.93	\$ 217.26
7	Garver, LLC	Prime	Engineer	Level 4, Supervisory	\$ 74.40	3.34	\$ 248.50	\$ 255.95	\$ 263.63	\$ 271.54	\$ 279.68	\$ 288.07
8	Garver, LLC	Prime	Engineer Technician	Level 1, Entry	\$ 27.03	3.34	\$ 90.28	\$ 92.99	\$ 95.78	\$ 98.65	\$ 101.61	\$ 104.66
9	Garver, LLC	Prime	Engineer Technician	Level 2, Developmetal	\$ 36.36	3.34	\$ 121.44	\$ 125.09	\$ 128.84	\$ 132.70	\$ 136.68	\$ 140.79
10	Garver, LLC	Prime	Engineer Technician	Level 3, Full Experience	\$ 51.59	3.34	\$ 172.31	\$ 177.48	\$ 182.80	\$ 188.29	\$ 193.94	\$ 199.76
11	Garver, LLC	Prime	Engineer Technician	Level 4, Supervisory	\$ 64.07	3.34	\$ 213.99	\$ 220.41	\$ 227.03	\$ 233.84	\$ 240.85	\$ 248.08
12	Garver, LLC	Prime	Engineer Technician	Level 5, Managerial	\$ 83.20	3.34	\$ 277.89	\$ 286.22	\$ 294.81	\$ 303.66	\$ 312.77	\$ 322.15
13	Garver, LLC	Prime	Administrative Support	Level 2, Developmetal	\$ 29.75	3.34	\$ 99.37	\$ 102.35	\$ 105.42	\$ 108.58	\$ 111.84	\$ 115.19
14	Garver, LLC	Prime	Landscape Architect	Level 3, Full Experience	\$ 67.01	3.34	\$ 223.81	\$ 230.53	\$ 237.44	\$ 244.57	\$ 251.90	\$ 259.46
15	Garver, LLC	Prime	Planner/Scheduler	Level 3, Full Experience	\$ 80.05	3.34	\$ 267.37	\$ 275.39	\$ 283.65	\$ 292.16	\$ 300.92	\$ 309.95
16	Aeris Engineering, LLC	Sub	Engineer	Level 5, Managerial	\$ 92.13	2.42	\$ 222.60	\$ 229.28	\$ 236.16	\$ 243.25	\$ 250.54	\$ 258.06
17	Aeris Engineering, LLC	Sub	Engineer	Level 4, Supervisory	\$ 80.77	2.42	\$ 195.16	\$ 201.01	\$ 207.04	\$ 213.25	\$ 219.65	\$ 226.24
18	Aeris Engineering, LLC	Sub	Engineer	Level 3, Full Experience	\$ 65.63	2.42	\$ 158.58	\$ 163.33	\$ 168.23	\$ 173.28	\$ 178.48	\$ 183.83
19	Aeris Engineering, LLC	Sub	Engineer	Level 2, Developmetal	\$ 55.52	2.42	\$ 134.15	\$ 138.17	\$ 142.32	\$ 146.59	\$ 150.98	\$ 155.51
20	APR Consultants, Inc.	Sub	Data Analyst/Architect	Level 5, Managerial	\$ 50.00	2.90	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20	\$ 168.09
21	Argus Companies, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 81.80	3.40	\$ 278.12	\$ 286.46	\$ 295.06	\$ 303.91	\$ 313.03	\$ 322.42
22	Argus Companies, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 65.00	3.40	\$ 221.00	\$ 227.63	\$ 234.46	\$ 241.49	\$ 248.74	\$ 256.20
23	Argus Companies, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 56.51	3.40	\$ 192.13	\$ 197.90	\$ 203.83	\$ 209.95	\$ 216.25	\$ 222.74
24	Argus Companies, Inc.	Sub	Engineer	Level 2, Developmetal	\$ 52.50	3.40	\$ 178.50	\$ 183.86	\$ 189.37	\$ 195.05	\$ 200.90	\$ 206.93
25	Argus Companies, Inc.	Sub	Engineer	Level 1, Entry	\$ 45.40	3.40	\$ 154.36	\$ 158.99	\$ 163.76	\$ 168.67	\$ 173.73	\$ 178.95
26	Argus Companies, Inc.	Sub	Project Coordinator	Level 2, Developmetal	\$ 52.40	3.40	\$ 178.16	\$ 183.50	\$ 189.01	\$ 194.68	\$ 200.52	\$ 206.54
27	Calibre Engineering, Inc.	Sub	Administrative Support	Level 2, Developmetal	\$ 30.20	2.91	\$ 87.74	\$ 90.37	\$ 93.08	\$ 95.87	\$ 98.75	\$ 101.71
28	Calibre Engineering, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$ 49.33	2.91	\$ 143.31	\$ 147.61	\$ 152.04	\$ 156.60	\$ 161.30	\$ 166.14
29	Calibre Engineering, Inc.	Sub	Administrative Support	Level 4, Supervisory	\$ 61.12	2.91	\$ 177.57	\$ 182.89	\$ 188.38	\$ 194.03	\$ 199.85	\$ 205.85
30	Calibre Engineering, Inc.	Sub	Administrative Support	Level 5, Managerial	\$ 85.54	2.91	\$ 248.51	\$ 255.97	\$ 263.65	\$ 271.56	\$ 279.70	\$ 288.09
31	Calibre Engineering, Inc.	Sub	Construction Representative	Level 2, Developmetal	\$ 35.77	2.91	\$ 103.92	\$ 107.04	\$ 110.25	\$ 113.56	\$ 116.96	\$ 120.47
32	Calibre Engineering, Inc.	Sub	Construction Manager	Level 5, Managerial	\$ 63.94	2.91	\$ 185.76	\$ 191.33	\$ 197.07	\$ 202.98	\$ 209.07	\$ 215.35
33	Calibre Engineering, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 74.02	2.91	\$ 215.04	\$ 221.49	\$ 228.14	\$ 234.98	\$ 242.03	\$ 249.29
34	Calibre Engineering, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 97.68	2.91	\$ 283.78	\$ 292.29	\$ 301.06	\$ 310.10	\$ 319.40	\$ 328.98
35	Calibre Engineering, Inc.	Sub	Engineer	Level 2, Developmetal	\$ 35.24	2.91	\$ 102.38	\$ 105.45	\$ 108.61	\$ 111.87	\$ 115.23	\$ 118.69
36	Calibre Engineering, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 40.83	2.91	\$ 118.62	\$ 122.18	\$ 125.84	\$ 129.62	\$ 133.51	\$ 137.51
37	Calibre Engineering, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 53.94	2.91	\$ 156.71	\$ 161.41	\$ 166.25	\$ 171.24	\$ 176.38	\$ 181.67
38	Calibre Engineering, Inc.	Sub	Project Engineer	Level 4, Supervisory	\$ 58.59	2.91	\$ 170.22	\$ 175.32	\$ 180.58	\$ 186.00	\$ 191.58	\$ 197.33
39	Calibre Engineering, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 42.93	2.91	\$ 124.72	\$ 128.46	\$ 132.32	\$ 136.29	\$ 140.37	\$ 144.59
40	Civil Innvoations, LLC	Sub	Design/Construction Project Manager	Level 1, Entry	\$ 54.81	3.00	\$ 164.43	\$ 169.36	\$ 174.44	\$ 179.68	\$ 185.07	\$ 190.62
41	Civil Innvoations, LLC	Sub	Design/Construction Project Manager	Level 2, Developmetal	\$ 64.95	3.00	\$ 194.85	\$ 200.70	\$ 206.72	\$ 212.92	\$ 219.31	\$ 225.88
42	Civil Innvoations, LLC	Sub	Design/Construction Project Manager	Level 3, Full Experience	\$ 75.00	3.00	\$ 225.00	\$ 231.75	\$ 238.70	\$ 245.86	\$ 253.24	\$ 260.84
43	Civil Innvoations, LLC	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 79.88	3.00	\$ 239.64	\$ 246.83	\$ 254.23	\$ 261.86	\$ 269.72	\$ 277.81
44	Civil Innvoations, LLC	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 88.00	3.00	\$ 264.00	\$ 271.92	\$ 280.08	\$ 288.48	\$ 297.13	\$ 306.05
45	Civil Innvoations, LLC	Sub	Engineer	Level 1, Entry	\$ 40.00	3.00	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11
46	Civil Innvoations, LLC	Sub	Engineer	Level 2, Developmetal	\$ 50.00	3.00	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
47	Civil Innvoations, LLC	Sub	Engineer	Level 3, Full Experience	\$ 63.98	3.00	\$ 191.94	\$ 197.70	\$ 203.63	\$ 209.74	\$ 216.03	\$ 222.51
48	Civil Innvoations, LLC	Sub	Engineer	Level 4, Supervisory	\$ 72.60	3.00	\$ 217.80	\$ 224.33	\$ 231.06	\$ 238.00	\$ 245.14	\$ 252.49
49	Civil Innvoations, LLC	Sub	Engineer	Level 5, Managerial	\$ 79.82	3.00	\$ 239.46	\$ 246.64	\$ 254.04	\$ 261.66	\$ 269.51	\$ 277.60
50	Faith Group, LLC	Sub	Risk Manager	Level 5, Managerial	\$ 102.12	2.63	\$ 268.58	\$ 276.64	\$ 284.94	\$ 293.48	\$ 302.29	\$ 311.36
51	Faith Group, LLC	Sub	Risk Manager	Level 5, Managerial	\$ 76.38	2.63	\$ 200.88	\$ 206.91	\$ 213.11	\$ 219.51	\$ 226.09	\$ 232.87
52	Faith Group, LLC	Sub	Risk Manager	Level 5, Managerial	\$ 59.97	2.63	\$ 157.72	\$ 162.45	\$ 167.32	\$ 172.34	\$ 177.52	\$ 182.84
53	Faith Group, LLC	Sub	Document Controller/Manager	Level 1, Entry	\$ 44.49	2.63	\$ 117.01	\$ 120.52	\$ 124.13	\$ 127.86	\$ 131.69	\$ 135.65
54	Faith Group, LLC	Sub	Data Analyst/Architect	Level 1, Entry	\$ 34.60	2.63	\$ 90.99	\$ 93.72	\$ 96.53	\$ 99.43	\$ 102.41	\$ 105.48
55	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 1, Entry	\$ 41.90	3.23	\$ 135.25	\$ 139.31	\$ 143.49	\$ 147.79	\$ 152.23	\$ 156.80
56	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 2, Developmetal	\$ 44.93	3.23	\$ 145.03	\$ 149.39	\$ 153.87	\$ 158.48	\$ 163.24	\$ 168.13
57	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 3, Full Experience	\$ 63.86	3.23	\$ 206.14	\$ 212.32	\$ 218.69	\$ 225.25	\$ 232.01	\$ 238.97
58	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 4, Supervisory	\$ 69.16	3.23	\$ 223.25	\$ 229.95	\$ 236.84	\$ 243.95	\$ 251.27	\$ 258.81
59	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 5, Managerial	\$ 80.51	3.23	\$ 259.89	\$ 267.68	\$ 275.71	\$ 283.98	\$ 292.50	\$ 301.28
60	HCL Engineering & Surveying, LLC	Sub	Instrument Technician	Level 1, Entry	\$ 36.49	3.23	\$ 117.79	\$ 121.32	\$ 124.96	\$ 128.71	\$ 132.57	\$ 136.55
61	HCL Engineering & Surveying, LLC	Sub	Party Chief	Level 2, Developmetal	\$ 51.45	3.23	\$ 166.08	\$ 171.06	\$ 176.19	\$ 181.48	\$ 186.93	\$ 192.53
62	HCL Engineering & Surveying, LLC	Sub	Land Surveyor	Level 4, Supervisory	\$ 65.63	3.23	\$ 211.85	\$ 218.21	\$ 224.76	\$ 231.50	\$ 238.44	\$ 245.60
63	HCL Engineering & Surveying, LLC	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 60.57	3.23	\$ 195.52	\$ 201.39	\$ 207.43	\$ 213.65	\$ 220.06	\$ 226.66
64	HCL Engineering & Surveying, LLC	Sub	Land Surveyor	Level 5, Managerial	\$ 73.20	3.23	\$ 236.29	\$ 243.38	\$ 250.68	\$ 258.20	\$ 265.95	\$ 273.92
65	HCL Engineering & Surveying, LLC	Sub	Engineer Technician	Level 2, Developmetal	\$ 35.79	3.23	\$ 115.53	\$ 119.00	\$ 122.57	\$ 126.24	\$ 130.03	\$ 133.93
66	HCL Engineering & Surveying, LLC	Sub	Engineer Technician	Level 3, Full Experience	\$ 50.43	3.23	\$ 162.79	\$ 167.67	\$ 172.70	\$ 177.88	\$ 183.22	\$ 188.72
67	HCL Engineering & Surveying, LLC	Sub	Field Engineer	Level 4, Supervisory	\$ 46.44	3.23	\$ 149.91	\$ 154.41	\$ 159.04	\$ 163.81	\$ 168.72	\$ 173.78
68	HCL Engineering & Surveying, LLC	Sub	Administrative Support	Level 3, Full Experience	\$ 45.18	3.23	\$ 145.84	\$ 150.22	\$ 154.72	\$ 159.36	\$ 164.15	\$ 169.07
69	HCL Engineering & Surveying, LLC	Sub	Administrative Support	Level 4, Supervisory	\$ 59.57	3.23	\$ 192.29	\$ 198.06	\$ 204.00	\$ 210.12	\$ 216.43	\$ 222.92
70	HCL Engineering & Surveying, LLC	Sub	Contract Administrator/Manager	Level 5, Managerial	\$ 75.73	3.23	\$ 244.46	\$ 251.79	\$ 259.34	\$ 267.12	\$ 275.14	\$ 283.39
71	Iconic Consulting Group, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 62.00	2.23	\$ 138.26	\$ 142.41	\$ 146.68	\$ 151.08	\$ 155.61	\$ 160.28
72	Iconic Consulting Group, Inc.	Sub	Project Engineer	Level 3, Full Experience	\$ 80.00	2.23	\$ 178.40	\$ 183.75	\$ 189.26	\$ 194.94	\$ 200.79	\$ 206.81
73	Iconic Consulting Group, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 75.00	2.23	\$ 167.25	\$ 172.27	\$ 177.44	\$ 182.76	\$ 188.24	\$ 193.89
74	Iconic Consulting Group, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 91.34	2.23	\$ 203.69	\$ 209.80	\$ 216.09	\$ 222.58	\$ 229.25	\$ 236.13
75	Olsson, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 106.25	3.20	\$ 340.00	\$ 350.20	\$ 360.71	\$ 371.53	\$ 382.67	\$ 394.15
76	Olsson, Inc.	Sub	Technical Support	Level 5, Managerial	\$ 104.69	3.20	\$ 335.01	\$ 345.06	\$ 355.41	\$ 366.07	\$ 377.05	\$ 388.37
77	Olsson, Inc.	Sub	Design/Construction Project Manager	Level 4, Supervisory	\$ 93.75	3.20	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78
78	Olsson, Inc.	Sub	Project Controls Engineer/Manager	Level 5, Managerial	\$ 96.88	3.20	\$ 310.00	\$ 319.30	\$ 328.88	\$ 338.75	\$ 348.91	\$ 359.37
79	Olsson, Inc.	Sub	Project Controls Engineer/Manager	Level 4, Supervisory	\$ 93.75	3.20	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78
80	Olsson, Inc.	Sub	Design/Construction Project Manager	Level 3, Full Experience	\$ 82.81	3.20	\$ 265.00	\$ 272.95	\$ 281.14	\$ 289.57	\$ 298.26	\$ 307.21
81	Olsson, Inc.	Sub	Project Controls Engineer/Manager	Level 2, Developmetal	\$ 82.81	3.20	\$ 265.00	\$ 272.95	\$ 281.14	\$ 289.57	\$ 298.26	\$ 307.21
82	Olsson, Inc.	Sub	Project Controls Engineer/Manager	Level 3, Full Experience	\$ 90.63	3.20	\$ 290.00	\$ 298.70	\$ 307.66	\$ 316.89	\$ 326.40	\$ 336.19
83	Olsson, Inc.	Sub	Project Controls Engineer/Manager	Level 1, Entry	\$ 78.13	3.20	\$ 250.00	\$ 257.50	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82
84	Olsson, Inc.	Sub	Engineering/ Architect Specialist	Level 5, Managerial	\$ 92.19	3.20	\$ 295.00	\$ 303.85	\$ 312.97	\$ 322.35	\$ 332.03	\$ 341.99
85	Olsson, Inc.	Sub	Engineer	Level 5, Managerial	\$ 81.25	3.20	\$ 260.00	\$ 267.80	\$ 275.83	\$ 284.11	\$ 292.63	\$ 301.41
86	Olsson, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 65.63	3.20	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36	\$ 243.45
87	Olsson, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 56.25	3.20	\$ 180.00	\$ 185.40	\$ 190.			

110	Wong Strauch Architects, P.C.	Sub	Project Coordinator	Level 2, Developmetal	\$	46.00	3.00	\$	138.00	\$	142.14	\$	146.40	\$	150.80	\$	155.32	\$	159.98
111	Wong Strauch Architects, P.C.	Sub	Contract Administrator/Manager	Level 4, Supervisory	\$	57.00	3.00	\$	171.00	\$	176.13	\$	181.41	\$	186.86	\$	192.46	\$	198.24
112	Yeh & Associates, Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$	81.00	2.98	\$	241.77	\$	249.02	\$	256.49	\$	264.19	\$	272.11	\$	280.28
113	Yeh & Associates, Inc.	Sub	Engineer	Level 5, Managerial	\$	81.00	2.98	\$	241.77	\$	249.02	\$	256.49	\$	264.19	\$	272.11	\$	280.28
114	Yeh & Associates, Inc.	Sub	Engineer	Level 4, Supervisory	\$	71.00	2.98	\$	211.92	\$	218.28	\$	224.83	\$	231.57	\$	238.52	\$	245.67
115	Yeh & Associates, Inc.	Sub	Engineer	Level 3, Full Experience	\$	59.50	2.98	\$	177.60	\$	182.92	\$	188.41	\$	194.06	\$	199.89	\$	205.88
116	Yeh & Associates, Inc.	Sub	Engineer	Level 2, Developmetal	\$	48.50	2.98	\$	144.76	\$	149.11	\$	153.58	\$	158.19	\$	162.93	\$	167.82
117	Yeh & Associates, Inc.	Sub	Engineer	Level 1, Entry	\$	43.50	2.98	\$	129.84	\$	133.73	\$	137.75	\$	141.88	\$	146.13	\$	150.52
118	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 4, Supervisory	\$	48.00	2.98	\$	143.27	\$	147.57	\$	152.00	\$	156.56	\$	161.25	\$	166.09
119	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
120	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$	38.50	2.98	\$	114.91	\$	118.36	\$	121.91	\$	125.57	\$	129.34	\$	133.22
121	Yeh & Associates, Inc.	Sub	Engineer Technician	Level 1, Entry	\$	35.00	2.98	\$	104.47	\$	107.60	\$	110.83	\$	114.16	\$	117.58	\$	121.11
122	Yeh & Associates, Inc.	Sub	Laboratory Technician	Level 4, Supervisory	\$	48.00	2.98	\$	143.27	\$	147.57	\$	152.00	\$	156.56	\$	161.25	\$	166.09
123	Yeh & Associates, Inc.	Sub	Laboratory Technician	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
124	Yeh & Associates, Inc.	Sub	Laboratory Technician	Level 2, Developmetal	\$	38.50	2.98	\$	114.91	\$	118.36	\$	121.91	\$	125.57	\$	129.34	\$	133.22
125	Yeh & Associates, Inc.	Sub	Engineering/ Architect Specialist	Level 3, Full Experience	\$	53.00	2.98	\$	158.19	\$	162.94	\$	167.83	\$	172.86	\$	178.05	\$	183.39
126	Yeh & Associates, Inc.	Sub	Project Coordinator	Level 3, Full Experience	\$	63.50	2.98	\$	189.53	\$	195.22	\$	201.08	\$	207.11	\$	213.32	\$	219.72
127	Yeh & Associates, Inc.	Sub	Construction Manager/Engineer	Level 5, Managerial	\$	79.00	2.98	\$	235.80	\$	242.87	\$	250.16	\$	257.66	\$	265.39	\$	273.36
128	Yeh & Associates, Inc.	Sub	Chief Construction Representative	Level 4, Supervisory	\$	54.00	2.98	\$	161.18	\$	166.01	\$	171.00	\$	176.12	\$	181.41	\$	186.85
129	Yeh & Associates, Inc.	Sub	Chief Construction Representative	Level 3, Full Experience	\$	44.00	2.98	\$	131.33	\$	135.27	\$	139.33	\$	143.51	\$	147.81	\$	152.25
130	Halliday Technologies, Inc.	Sub	Instrument Technician	Level 3, Full Experience	\$	50.34	3.00	\$	151.02	\$	155.55	\$	160.22	\$	165.02	\$	169.97	\$	175.07
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POSITION LIST

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

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

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

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

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

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

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

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

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

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

7. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

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

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

Exhibit D

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

PROFESSIONAL SERVICES
TASK ORDER PROCESS

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

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

PROPOSALS AND EXECUTION

TASK ORDER OVERVIEW

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

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

TASK ORDER REQUEST FOR PROPOSAL

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

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

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CONTRACTOR TASK ORDER PROPOSAL

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

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

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

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

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

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

TASK ORDER ISSUANCE; WORK COMMENCEMENT

NOTICE TO PROCEED BEFORE WORK COMMENCEMENT

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

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

CHANGES TO TASK ORDER OF WORK

CITY INITIATED CHANGES

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

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

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

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

CONTRACTOR REQUESTED CHANGES

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

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

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

TASK ORDER CLOSEOUT

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

Task Order Closeout Documents include the following:

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

MISCELLANEOUS REQUIREMENTS

EXISTING FACILITY INFORMATION

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

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

SCHEDULING, REPORTING, & COMPENSATION

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

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

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

PROGRESS PAYMENT MEASUREMENT

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

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

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

INVOICES AND PROGRESS PAYMENTS

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

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

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

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

MONTHLY INVOICE NARRATIVE

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

FINAL CLOSE OUT INVOICE

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

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

ALLOWABLE OVERHEAD (INDIRECT COSTS)

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

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

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

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

NON-ALLOWABLE OVERHEAD (INDIRECT COSTS)

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

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EXPENSES (OTHER DIRECT COSTS)

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

EXPENSES GREATER THAN \$500

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

TRAVEL AND AIRFARE

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

RENTAL CAR

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

LODGING RATE / NIGHT

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

MEALS

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

NON-ALLOWABLE EXPENSES

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

DEC PROJECT MANAGER DISCRETION

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

REFERENCED FORMS

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

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

END OF EXHIBIT



APPENDIX

A

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

DEN Equity, Diversity, and Inclusion Plan



→ **Garver Has Established Programs to Support Our Plan to Exceed DEN's Goal**

Equity, diversity, and inclusion are values that are rooted in Garver’s award-winning company culture. At Garver, EDI is about more than just meeting a goal—rather, it is about building lasting relationships with our EDI partners and working together for the good of our industry. Garver has met with DBSO to learn how we can continue to refine our plan and is partnering with DEN’s Center of Equity and Excellence in Aviation (CEEA) to advance Garver’s and DEN’s shared goals.

Section A: Equity, Diversity and Inclusion Strategies
MWBE Inclusion on This Contract

Garver has structured our team to meet or exceed the 21% goal for this contract. Our team consists of six certified MWBE firms with experience to help deliver the scope of work for this contract. The table below provides a list of the MWBE firms on our team, their roles, and the estimated value of their work.

GARVER’S ANTICIPATED MWBE PARTICIPATION			
Firm	Certification	Role	Estimated Value
Aeris Engineering, LLC	MWBE	Airfield Pavement/Geometry, Drainage/ Water Quality, Grading	3.0%
Civil Innovations, LLC	MWBE	Quality Management, Pavement Evaluation, and Maintenance of Traffic	2.5%
HCL Engineering & Surveying, LLC	MWBE	Water/Sewer, Survey, SUE	6.0%
Iconic Consulting Group, Inc.	MWBE	Quality Management, Airfield Pavement Markings, Roadway Pavement/Geometry, Erosion Control	3.0%
PK Electrical, Inc	MWBE	Airfield Electrical/NAVAIDS, Landside Electrical, Low Voltage	2.5%
Yeh and Associates, Inc.	MWBE	Geotechnical Engineering	4.0%

Strategies to Increase Participation of MWBE Firms
Garver’s strategy for enhancing EDI partner involvement is to engage strategic MWBE firms across each major scope of work anticipated under this contract. This approach allows us to leverage specialized capabilities while fostering an environment where our partners can deliver significant value to both Garver and DEN.

Our MWBE partners for this project include both new and experienced firms at DEN, all of whom have successfully collaborated with Garver on similar

aviation projects. Each partner brings unique expertise and experience to our team, enabling meaningful participation in this project.

The MWBE firms selected for this contract were chosen not only for the value they bring to DEN, but also for the long-term opportunities we aim to create for disadvantaged and historically underutilized businesses in Denver. These selections reflect our commitment to inclusive growth and sustainable partnerships. **We are proud to highlight the six MWBE partners chosen for this contract and the strategies we’ve developed to support their meaningful participation.**



Aeris Engineering is a newly established civil engineering firm led by personnel with over 50 years of combined experience in airfield design and engineering at airports nationwide, including DEN. Garver has previously partnered with Aeris's leadership on successful airfield design projects, and this contract presents an opportunity to continue that strong collaboration while helping Aeris expand its project portfolio at DEN.

For this project, Aeris will provide design support in airfield pavement and geometry, drainage and water quality, and civil site grading—areas in which their team has already demonstrated success at DEN.



Civil Innovations is a current participant in the Garver Partners program where their leadership is learning from professionals throughout Garver's footprint on a wide variety of topics. Garver's history with Civil Innovations includes serving as a subconsultant to their work on projects for United Airlines in Denver and Phoenix. Our work together and strong mentor-mentee relationship will enable us to effectively coordinate work and provide for hands-on mentorship opportunities through the design process.

On this contract, Civil Innovations will provide quality management, pavement evaluation, and support on maintenance of traffic. One of their goals for future growth is to develop a new scope of services. To help reach this goal, Garver plans to mentor Civil Innovations staff on engineering design and quality control processes to help staff gain experience with these scopes and develop related services to offer in the future. Additionally, Civil Innovations staff will co-locate in Garver's office as needed to work on task orders under this contract. This will not only benefit the work itself but will also help us to identify mentorship opportunities that may not be obvious otherwise.



HCL Engineering and Surveying is currently partnering with Garver at DEN on the Concourse B Regional Gate Reconfiguration project. This on-call contract presents a valuable opportunity to further strengthen our mentorship with HCL's team while supporting their firm's continued growth. We will highlight their team's expertise and institutional knowledge at DEN on this contract, as HCL will lead efforts in surveying and

subsurface utility engineering (SUE), while also supporting Garver in the design of water and sewer utilities.



Iconic Consulting Group is a graduate of the Garver Partners program and has served with Garver on 54 projects over the past 10 years, including work at nine airports across our footprint. We are excited for the opportunity to bring Iconic on this team for their first professional experience at DEN, which will not only be a new airport for their staff but will also present an excellent opportunity to deepen their expertise in civil design for commercial service airports. Our mentorship with Iconic for this contract includes quality management and the design of airfield pavement markings, roadway pavement/geometry, and erosion control. These critical scopes are a strength of Iconic's staff and will give their staff experience with DEN's processes and standards, helping them gain an understanding of how to succeed at DEN as a prime firm.

As outlined in **Section 1** of our proposal, all design partners will be required to participate in Garver's Total Quality Management system, but Iconic's inclusion in the role of quality management provides further technical support to the firm as they grow and aim to refine quality control processes within their company.

In addition, Iconic staff will co-locate in Garver's Denver office as needed throughout the contract to work on task orders. This presents a unique opportunity for Iconic and our local subconsultant partners to work together in person and to expand their professional networks. We plan to introduce Iconic staff to Civil Innovations so the two firms can share lessons learned as two small firms growing their business within the aviation industry.



PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING

PK Electrical and Garver have experience working together on tenant improvements for United Airlines at DEN. Under this contract, PK Electrical will provide electrical engineering for airside, landside, and low-voltage systems. We plan to leverage Garver's nationally recognized electrical engineering team to mentor PK Electrical's Denver-based team on airfield electrical systems and NAVAIDs, enabling them to gain additional experience with DEN's airfield electrical systems to help PK Electrical win future work at DEN.



Yeh and Associates is a long-time partner with Garver in the Colorado market, having served on 14 airport contracts with us in the last five years. They are part of Garver's team for the Concourse B Regional Gate Reconfiguration at DEN. Yeh will provide geotechnical engineering services for the task orders that may be assigned under this contract.

Alignment with Garver's EDI Culture

Garver's strategies for MWBE utilization on this contract align with Garver's EDI culture because they focus on long-term mentorship and meaningful involvement. Garver sees our partners as much more than a means of meeting a goal—rather, we view our subconsultants as true, long-term partners and seek to gain shared experience that benefits both of our firms and, most importantly, the value we bring to our clients.

Section B: Technical Assistance and Support Services

Garver is committed to creating an environment that sets our MWBE partners up for success. We have already begun this process by aligning the proposed scopes of work for the project with our MWBE partners' existing services and mentorship opportunities to provide meaningful work for each firm. Upon selection, we will continue this effort by offering specific mentorship assistance and guidance to contribute to their success and growth for work at DEN and other comparable clients in the future.

Mentorship in Technical Services

For this contract, we have aligned with technical experts who we believe add value to the team for the specific components anticipated for this project. In turn, Garver commits to providing value to our MWBE partners by including them fully in the overall project management process to help them see the bigger picture, contextualize their portion, and make new connections within DEN's organization. We commit to accomplishing this inclusion while also maintaining the strong cost and schedule control measures that are crucial for any successful project.

Mentorship in Financial and Support Services

In addition to the areas noted above, Garver personnel will also provide mentorship for both Iconic and Civil Innovations related to insurance planning, prompt

payment, and other general topics related to building successful business practices. Our experience working with each of these firms has made it clear that they are excellent at providing engineering-related services; our mentorship will focus on the business management and process-related components (such as insurance, driver training, badging, etc.) that will be important for their ongoing relationships with DEN.

Partnership with DEN's Center of Equity and Excellence in Aviation (CEEA)

Garver is committed to partnering with community resource organizations across our footprint to support historically underutilized business. In Denver, Garver has had the privilege of supporting DEN with their CEEA initiatives. Through support of both the DEN Academy and our work with DEN's Business Development Training Academy to develop the Concourse 300 curriculum, Garver is grateful for the opportunity to support DEN provide guidance and support to the next generation of local leaders and businesses in aviation.

→ Approach to Mentoring MWBE Firms

Garver's approach to successful projects that incorporate diverse and multi-disciplined MWBE firms begins with a genuine relationship where we:



Invest the time to understand the firm and get to know their people.



Learn the firm's strengths and the direction they desire to go.



Engage and provide meaningful work that contributes to their growth goals.



Encourage co-location of subconsultants' staff to Garver offices during design.



Foster commerce by helping subconsultants achieve specific growth goals in size, skills, and industry connectedness.



Section C: Procurement Process

Policies and Procedures to Remove Barriers and Improve Access for MWBE Partners

Garver's procurement process begins months in advance of our statement of qualifications with outreach to potential partners, including firms that are new to working with Garver and firms with which we have long, established relationships. Garver's procurement process is comprehensive and transparent, engaging interest from firms through various avenues including outreach events, previous firm experience, and client and industry connections.

Our management team meets with and reviews each firm's technical experience, capacity, and location for alignment with the project needs and selects the firm best suited to meet the project objectives. Garver also commits to meeting with firms that are not selected to provide feedback and guidance and to discuss future partnership opportunities with our team.

Incorporating MWBE Program Requirements in Subcontracts

If Garver is selected, we will develop subcontract templates that incorporate the required prime contract flowdown language. As we did on the DEN Taxiway EE project, Garver will engage DSBO to review contract templates for approval of all required flowdown language before the subcontracts are issued to our partners.

Additionally, we will communicate with our MWBE partners throughout the contracting process about when we expect to receive a Notice to Proceed, so they know when their resources are needed and can plan accordingly.

Section D: Communications and Proposer Management

Garver and our MWBE partners commit to working together through a mutual understanding and with shared values, expectations, performance standards, commitment to clients, and dedication to quality. Garver will take responsibility for establishing clear and consistent communication strategies to help align our MWBE partners with the requirements of this contract. Our efforts in communicating with and managing these subconsultant firms will focus on the following key areas.

Training for Internal/External Staff

Garver incorporates all MWBE partners into the overall design team, starting with a detailed work plan for all team members that includes the project description, scope of services, communication plan, team assignments, design criteria, project schedule, QA/QC procedures, and submittal checklists. This includes detailed involvement as part of our Total Quality Management program (described in **Section 1**).

Scheduling

Scheduling is incorporated as part of the Project Charter developed at the beginning of every project. Garver will identify key deliverable dates and quality control milestones and then set regular check-ins with our MWBE partners to make sure those milestones are met.

The nature of on-call contracts means that tasks cannot always be predicted or easily scheduled. However, Project Manager Colin Bible, PE, will meet regularly with DEN staff to discuss potential task orders and will proactively communicate this information to our partners during weekly coordination meetings. This will help to keep every firm on the Garver Team informed of the task orders we anticipate and enable our partners to maintain staff capacity for new assignments under the contract.

→ Approach to Subcontracting

To make sure that anticipated work evolves into signed subcontracts, Garver's project managers:



Communicate project schedules with our subconsultant partners during the pursuit phase.



Share prime contract and subcontract templates with our subconsultants for reference during the proposal stage.



Update our subconsultant partners on the pursuit and selection timeline.



If selected, **notify** our subconsultants of the anticipated NTP and begin the contracting process.



Performance Expectations

Garver's Project Charter outlines all required expectations related to our MWBE subconsultants' performance, including design criteria, deadlines, quality control procedures, and so forth.

Safety Requirements

If our MWBE subconsultants require airfield access in order to perform their scope of work, Garver will work with them to develop a detailed work plan. We will also support them with procurement of the necessary insurance requirements, badging, and DEN Driver Training programs.

Document Control

Garver will provide assistance and training on document control systems required for the project, including Unifier, Bluebeam, and Autodesk Construction Cloud.

Dispute Resolution

Garver understands that dispute resolution can often be an opportunity to mentor MWBE firms who are learning how to work on projects in complex airport environments. If any challenges are observed in subconsultant performance, Garver's project manager will reach out to help, coach, and mentor them for a successful delivery while also engaging support from DSBO. Garver is passionate about encouraging the growth of MWBE firms, and we utilize our Garver Partners program to mentor our partners throughout the project.

In the event of a dispute with an MWBE subconsultant regarding performance or payment issues, Garver will endeavor to resolve the matter in a good faith, one-on-one effort with the MWBE subconsultant. One-on-one resolution will occur first between Garver's project manager and the MWBE's project manager, and next between the project executives.

→ Garver understands that **dedicated and well-planned** communication and subconsultant management strategies can often present **opportunities to mentor MWBE firms** who are learning how to work on projects in complex airport environments.

If one-on-one efforts are not successful, Garver will engage DSBO for guidance and set up a meeting with DSBO, Garver, and the subconsultant in an attempt to resolve the dispute before proceeding with formal mediation or counseling. All disputes and resolutions efforts will also be documented.

Section E: Past Performance

Garver has a history of successfully promoting and meeting equity, diversity, and inclusion goals for our clients through both internal and external efforts.

Ongoing Efforts and Initiatives Toward MWBE Mentorship and Development

Garver's commitment to MWBE participation extends well beyond partnering with MWBE firms on individual projects. Our firm has invested significant resources in developing programs to offer technical assistance and support to our disadvantaged and historically underutilized business partners and the communities we serve. The goal of these programs is to offer education and guidance to these talented firms and youth, moving the next generation of MWBE businesses and leaders into the future.

Garver Partners Program

Garver Partners

Garver established the Garver Partners program to provide mentorship and business training for small and minority-owned firms. While large firms have dedicated resources for business-related tasks like marketing, accounting, and human resources, small business enterprises often lack this internal expertise. Garver Partners helps to bridge this gap by providing training on four key topics: **business operations and management, marketing and sales, human resources, and project management**. Garver Partners is designed to supplement each firm's technical expertise with the business knowledge they need to establish a healthy foundation and scale their business practices for future growth.

Garver Partners is a 12-month mentorship program during which firms engage in workshops, training courses, and networking opportunities facilitated by Garver leaders. Discussions focus on topics that aren't taught in engineering school, such as acquiring business insurance, responding to client proposals, establishing human resources policies, tracking project progress, and more.



Focused training on these topics enables participating firms to gain necessary experience and establish their own business practices. Four firms have successfully completed the Garver Partners program, including **Iconic**, and two more firms are currently enrolled, including **Civil Innovations**.

As a result of Garver Partners, participating firms are equipped with the skills needed to effectively control overhead, meet and address industry challenges, market new business prospects, and grow their business. We are proud to have witnessed demonstrated success among our Garver Partners graduates.

Success Promoting Participation of Historically Underutilized Businesses

Garver routinely meets and exceeds MWBE subcontracting goals by working with long-standing MWBE partners and identifying and mentoring new firms in order to bring value to our clients and grow the industry.

Beyond the numbers, Garver has developed long-standing relationships with qualified MWBE firms that enhance each project. We have successfully partnered with MWBE firms in a mentor-and-protégé relationship on aviation projects throughout the country, including at DEN. As a result, our partners have gained institutional knowledge of the airport and established strong working relationships with our airport clients and other stakeholders.

For example, in our conversations with Civil Innovations, they expressed interest in growing their capabilities to offer design services. Garver not only added them to our proposed team for a design contract at DEN but also included them in the proposal and interview process. We have also initiated their participation in the Garver Partners program and are creating opportunities through our other active projects to help them achieve their goal.

→ Garver has contracted **more than \$35.8 million** to diverse and historically underutilized businesses over the past **three years**.

Garver Develops Long-Term Relationships with MWBE Firms

One of our key MWBE partners for this contract, Iconic Consulting Group, is a graduate of the Garver Partners program. Over the past five years, Iconic has completed work on 54 projects with Garver, including eight projects where Garver was a subconsultant to Iconic.

Founded in 2008, Iconic provides professional civil engineering services, including site design, aviation design, urban and rural roadway design, and drainage design for government and private entities. Over the past five years, Iconic has completed work on **54 projects** with Garver, including several multi-phased projects at Clinton National Airport in Little Rock. Moreover, these are **not one-way partnerships**—Garver has served as a subconsultant as part of an Iconic-led team for **eight of those projects**.

Since completing the Garver Partners program, Iconic has successfully grown their firm to serve new clients as a prime consultant, including the City of Little Rock and the City of Frisco. **In 2019, Iconic became the first minority-owned firms to secure a prime design contract with the Arkansas Department of Transportation.** Garver is proud to continue our long-term partnership with Iconic for this contract.



Iconic staff performing work on site at Clinton National Airport



GARVER'S PAST PERFORMANCE ACHIEVING EDI PARTICIPATION GOALS

Project	Participation Goal	Actual Participation	No. of D/M/WBE Firms Utilized
Denver International Airport Taxiway EE Grading, Drainage, Paving, and Lighting	20%	39%	7
Denver International Airport (United Airlines) Concourse B Regional Gate Reconfiguration	30%	40%*	7
George Bush Intercontinental Airport Rehabilitation of Taxiways RA, RB, SA, and SB	30%	40%	6
Dallas Fort Worth International Airport Civil Design and Design Management	40%	42%	12
Bill and Hillary Clinton National Airport Taxiways A and B Rehabilitation	15%	22%	4

*Construction phase in progress, final participation projected to be 58%.

Company Programs That Advance Equity, Diversity, and Inclusion Priorities in Communities We Serve

GarverGives GarverGives is our company's corporate giving program, allowing our firm and our employees to get involved through grants, volunteering, and employee giving. Since its inception in 2015, GarverGives has **raised over \$2.2 million in contributions** and **impacted over 700 organizations** through grants, employee giving, and volunteerism. For more than 100 years, Garver has been dedicated to building up our communities, and GarverGives enables us to invest our time and resources into the places we call home.

GarverGives has a particular focus on charitable opportunities related to STEM education, particularly among disadvantaged and historically underserved communities. As a firm dedicated to the future of engineering, we believe we can make a meaningful impact by sparking interest and achievement in STEM. We also believe that investing in STEM education, particularly among female, minority, or otherwise disadvantaged populations, is an investment in diversifying the engineering workforce of tomorrow. Below are just a few examples of STEM-related outreach in our community.

- ▶ **DEN Academy.** Garver had the privilege of volunteering with the DEN Academy to help generate excitement in Denver's youth about opportunities in aviation. Through GarverGives, we introduced two different age groups, 7- to 9-year-olds and 10- to 12-year-olds, to the world of aviation through our Taxiway Challenge activity.
- ▶ **Colorado Dream Foundation.** Garver supported CDF's high school summer program that exposed students to different career opportunities to help them identify and prepare for careers as they prepare to graduate high school. Garver hosted two career engagement workshops, one that focused on opportunities within the field of engineering and the second that presented career opportunities within the field of aviation. Garver partnered with DEN to host a panel highlighting various career paths presented in aviation, including planning, engineering, and operations.



GarverGives DEN Academy Taxiway Challenge



GarverGives Colorado Dream Foundation Aviation Panel

Section F: Proposer's Culture

At Garver, investing in our employees and our MWBE partners is ingrained in our culture. We view it as our responsibility to invest in our staff, assisting them with developing a strong foundation upon which they can grow their careers. This section will outline some of Garver's policies, programs, and general practices that help advance the prioritization of equity, diversity, and inclusion throughout our company.

Employment Practices of Recruiting/Hiring, Employee Development/Advancement, and Training

Garver is an Affirmative Action/Equal Employment Opportunity employer and provides equal employment opportunities for all persons regardless of race, religion, gender, sexual orientation, age, disability, or national origin. Garver maintains an Affirmative Action Plan that is periodically updated. Julie Tromble, PHR, SHRM-CP, is Garver's Employee Relations Manager and the designated Affirmative Action Officer. It is her responsibility to maintain our Affirmative Action Plan.

The data below provides just some of the metrics that Garver's Human Resources Team utilizes to confirm advancements in equity, diversity, and inclusion in internal hiring and promotion decisions.

HIRING

- Our company-wide percentage of **female hires for management positions** has increased by **18%** since 2021.
- Our company-wide percentage of **minority hires for management positions** increased by **17%** from 2020 to 2023.
- In 2024, we led the industry average in **overall percentage of Hispanic employees**.

PROMOTIONS

- Our company-wide **promotion rate for female employees** increased **7%** from 2022 to 2024.
- Our company-wide **promotion rate for female employees in management positions** has increased **21%** since 2021.
- Our company-wide percentage of **promotions for minority employees** increased by **10%** from 2020 to 2024.

Garver's leadership places great emphasis on three core values—respect, excellence, and integrity—that not only impact recruitment, hiring, and general human resources but extend to all our operations. Our staff strives to meet these standards in every activity that we pursue, from communicating with stakeholders to pursuing the highest quality result in every project. This includes striving to advance equity, diversity, and inclusion throughout every level of our firm.

Valuable and Active Collaboration with MWBE Partners

As noted in **Section E**, Garver has invested resources in programs that promote valuable and active growth among our MWBE partners throughout our footprint, including two of the MWBE firms on our team for this contract. The Garver Partners program in particular allows our staff to establish long-term professional relationships with the leadership and staff of MWBE partner firms, leading to not only ongoing formal mentorship but also informal, personal connections that bear fruit in both the industries and the communities that we serve.

Employee Development and Training

Garver Aviation has an internal training program focused on employee development that fosters engagement with young employees who are developing in their career. This program, called Top Gun Academy, is led by staff members across Garver's Aviation Team and covers technical topics, internal processes, and best practices as well as project management, marketing, and client relations.

These efforts are all in line with Garver's corporate values—our guiding principles dictate that we will prioritize internal promotion, **so the principle of creating opportunities for our staff is a standard set by our leadership at an executive level.**





Section G: Future Initiatives

Proposed Work for EDI Advancement Over the Next Five Years

As discussed earlier in this plan, Garver has existing investments in programs designed to create opportunities for diverse and historically underutilized businesses. As we continue to establish our business in the Denver area, we look forward to the opportunity of expanding these programs to give back to the businesses and communities we serve here.

Internal

Garver's investment in employee development at the corporate level includes the **Connect Mentorship Program**, which fosters a connected learning environment where employees can meet with a mentor on a regular basis to gain guidance in a wide variety of areas. Our **Learning & Development Team** also hosts regular leadership training courses for employees to provide them with the leadership tools and skills needed to lead their teams purposefully.

External

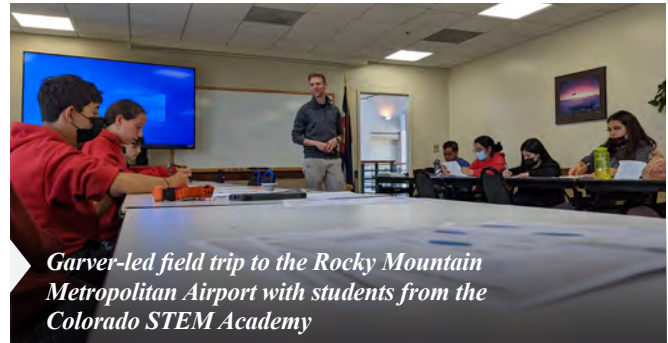
Garver will continue our ongoing practice of broadening our network of MWBE firms and building relationships for future opportunities. This includes engagement at outreach events and at conferences. Projects like this one are excellent opportunities for external engagement—our team includes MWBE firms in a quality management roles to help gain experience with DEN as well as roles on other key disciplines for this contract.

Plans to Promote These Values in Businesses and Communities We Serve

Through GarverGives, Garver's local office has established strong partnerships with the Colorado Dream Foundation and Colorado Stem Academy where we have the opportunity to mentor, tutor, influence the next generation of leaders and promote career opportunities in STEM and aviation fields.

Our team has also had the opportunity to support CEEA and the DEN Academy program through GarverGives and will continue to look for other ways to support DEN as you grow this program in the coming years.

Over the past year, Garver has also partnered with the DEN BDTA to develop a pilot program for Concourse 300, a program geared towards mentoring small business and helping them take steps toward working at DEN and beyond. Garver will continue to support this effort and will tap into our Garver Partners curriculum to help develop the coursework for this exciting program.



Garver-led field trip to the Rocky Mountain Metropolitan Airport with students from the Colorado STEM Academy

“ I have opened up my Garver Partners three-ring binder at least once a week for the past year as we continuously redefine how we do business at Legacy based on the lessons we've learned through this program.

MIKE GARZA, PE, PTOE, PTP, RSP
President & CEO, Legacy Engineering Group

2022 Garver Partners Graduate Firm





REQUEST FOR PROPOSALS

On-Call Infrastructure Design

RFP No. 202580614

August 20, 2025

REQUEST FOR PROPOSALS (RFP)

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

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

Request for Proposals # 202580614

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

Schedule of Activities:

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

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

Pre-Proposal Conference – OPTIONAL

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

[Pre-Proposal Conference Link](#)

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

RFP Questions

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

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

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

Proposal Submittal

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

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

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

EBS FAQs:

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

Minority and Women-Owned Business Enterprise Participation

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

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

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

General Statement of Work

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

PROPOSAL SUBMITTAL REQUIREMENTS

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

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

REQUEST FOR PROPOSAL

202580614

On-Call Infrastructure Design

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

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

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

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

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

II. SCOPE OF WORK

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

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

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

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

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

SERVICES INCLUDE:

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

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

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

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

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

SERVICES AUTHORIZATION

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

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

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

1. Airfield Pavement Design

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

2. Roadway Design

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

3. Bridge Design

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

4. Parking Facilities

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

5. Structural Engineering Design

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

6. Geotechnical Investigations and Other Predesign Services

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

7. Survey and Mapping

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

8. Miscellaneous Design Services

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

9. Construction Phase Support Services

- a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

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

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

III-3 Means of Communication

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

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

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

III-4 Interpretation of Proposal Documents

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

III-5 Addenda

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

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

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

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

III-6 DEN Website

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

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

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

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

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

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

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

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

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

III-9 Confidentiality of Records

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

III-10 Proposer Agreements

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

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

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

A. Non-Competition

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

B. Joint Ventures

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

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

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

C. Commitment to MWBE Participation

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

D. Good Faith Effort

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

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

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

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

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

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

F. MWBE Utilization Plan

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

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

G. Authority

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

III-12 Certification of Independent Price and Work Determination

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

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

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

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

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

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

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

III-13 Designation of Subcontractors

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

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

III-14 Payment

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

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

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

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

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

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

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

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

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

III-16 Insurance Requirements

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

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

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

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

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

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

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

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

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

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

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

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

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

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

III-22 Violations

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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

III-26 Title VI Solicitation Notice

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

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

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

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

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

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

END OF ADMINISTRATION INFORMATION

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

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

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

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

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

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

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

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

IV-3 **Proposal Narrative Contents**

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

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

Cover Letter

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

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

1. **Cost Effectiveness**

Cost-Effectiveness:

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

Pricing:

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

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

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

Quality Control and Error Minimization:

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

Right Sizing the Team:

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

Managing Subconsultants:

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

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

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

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

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

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

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

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

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

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

3. **Understanding the Project**

Describe the following:

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

4. **Proposed Work Plan and Approach**

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

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

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

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

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

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

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

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

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

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

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

6. Company Experience and Qualifications

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

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

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

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

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

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

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

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

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

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

END OF EVALUATION OF PROPOSALS

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

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

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

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax: _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

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

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: _____

Is this a joint venture?

- ☐ YES
- ☐ NO

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

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

References
(Provide three professional references below)

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

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

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

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



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

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

MWBE PARTICIPATION COMMITMENT:

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

GOOD FAITH EFFORT:

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

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

Bidder/Proposer or Prime (Name of Firm): _____

Firm's Representative: _____

Title: _____

Signature (Firm's Representative): _____

Date: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____



DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement

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

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

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

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

Bidder/Proposer or Prime (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



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

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

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

Proposer/Prime Name:

Project/Contract Name and Number:

DSBO Version 1: 3/4/2025



Utilization Strategies

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

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

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

Response:



Exhibit F

**Standard Procedure
for Bid Packages**

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

Response:



Exhibit F

Technical Assistance	Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts. Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc. Response:

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

EXHIBIT B - 2025 LABOR RATES AND CLASSIFICATIONS

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

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

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

Exhibit F
EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

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

Exhibit F

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

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

Exhibit F

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

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

Exhibit F

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

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

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

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

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

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

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

Exhibit F

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

Exhibit F

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

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

C. Standard of Performance.

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

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

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

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

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

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

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

Exhibit F

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

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

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

Exhibit F

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

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

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

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

3. **OWNERSHIP AND DELIVERABLES:**

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

Exhibit F

4. TERM AND TERMINATION:

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

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

C. Suspension and Termination.

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

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

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

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

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

Exhibit F

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

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

Exhibit F

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

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

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

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

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

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

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

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

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

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

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

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

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

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

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

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

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

Date bid or proposal issuance was advertised: Date

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

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

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

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

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

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

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

9. DISPUTES:

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

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

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

11. GENERAL TERMS AND CONDITIONS:

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

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

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

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

D. Compliance with all Laws and Regulations.

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

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

E. Compliance with Patent, Trademark and Copyright Laws.

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

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

F. Notices.

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

by Contractor to:

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

And by the City to:

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

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

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

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

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

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

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

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

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

L. Cooperation with Other Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

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

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

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

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

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

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

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

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

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

H. Conflict of Interest.

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

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

Exhibit F

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

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

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

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

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

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

Exhibit F

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

15. FEDERAL RIGHTS:

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

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix No. 1: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Task Proposals and Execution Process

Exhibit E: Scheduling, Reporting and Compensation

Exhibit F: Equity, Diversity and Inclusion Plan ("EDI Plan")

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

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

Appendix No. 1

Section 1 through 17 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit F

Exhibit D

Exhibit E

Exhibit G

17. CITY EXECUTION OF AGREEMENT:

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

Exhibit F

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

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

[SIGNATURE PAGES FOLLOW]

XII. ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM

DEN CONFLICT QUESTION SUBMISSION FORM

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

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

Exhibit F
DEN Conflict Question Submission Form

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

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

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

E-mail address

Telephone Number

II. Requesting Consultant / Contractor Information

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

☐ Yes - outside entity

☐ No - internal

Exhibit F

III. Conflict Question

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

Describe the potential conflict question or concern.

Exhibit F

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

IV. DEN Stakeholders

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

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

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

Exhibit F

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

V. Timeline Constraints

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

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

Exhibit F

VI. DEN Decision

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

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

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

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

Exhibit F

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

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

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

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

VII. Comments / Conditions

Exhibit F

August 25, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

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

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

Scope of this Addendum

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

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

Optional Pre-Proposal Conference

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

[Optional Pre-Proposal Conference Link](#)

Minority and Women-Owned Business Enterprise Participation

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

Attachment 2, DSBO Forms

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

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

Attachment 4, Insurance Requirements

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

[DEN AirsideDrive Program](#)

[DEN Airport Rules and Regulations](#)

[DEN ROCIP Safety Manual](#)

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

* * * * *

End of Addendum Number 1.

Exhibit F

September 11, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

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

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

Scope of this Addendum

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

Questions and Answers

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

Preparation of Proposal

Section IV-3 Proposal Narrative Contents

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

Pricing:

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

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

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 1
- Professional Services Compensation Process
- Task Order Process – Proposals and Execution

The total number of pages (including cover sheet) contained in this Addendum Number 2 is twenty-one (21).

* * * * *

End of Addendum Number 2.

Exhibit F

Questions & Answers - 1

Solicitation 202580614 - On-Call Infrastructure Design
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	Question: Link to Pre-proposal Meeting Does Not Work Hello, Could you please provide a new link to the pre-proposal meeting? The one in the RFP does not work. Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q2	Question: Preproposal Link Hello, In the downloaded RFP, it does not appear that the pre-proposal meeting link is functioning. Can you please post the call-in information? Thank you Answer: Addendum 1 was posted with a working link on 08/25/2025.	08/25/2025
Q3	Question: Organizational Chart Can the org chart be on a 11 x 17 page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q4	Question: Conflict of Interest In section III-25 of the RFP for conflicts of interest, it states that "existing contracts held by the proposer could be consider a conflict." Would you suggest we state all the contracts currently held as the proposer? It is unclear as the submission form provided appears to be more of a claim notice rather than a statement. Answer: The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed. Proposers should consider potential conflict of interests as defined in Section III-25.	08/27/2025
Q5	Question: Sample List of Task Order Projects Would it be possible to provide a sample list of actual task order projects that may be anticipated under this contract? Answer: Actual task order projects have not been determined at this time, but could include: -Runway and airfield pavement rehabilitation projects -Roadway and surface parking lot rehabilitation projects -Airside and landside pavement evaluations -Stormwater drainage improvements -New and modifications of water quality facilities -DIW system rehabilitation and improvements -Rehabilitation of airfield lighting systems -Traffic signal design, traffic analysis -Utility extensions and preliminary site development	08/27/2025

Exhibit F

No	Question/Answer	Question Date
Q6	Question: Consultants' submission Can consultants submit to provide discipline-specific services on an on-call basis (i.e. structural engineering) or is the expectation that submittals include complete teams that are capable of meeting all of the potential project requirements (i.e. architects, engineers, etc.) Answer: DEN's expectation is that each awarded firm will have the capabilities to respond to all potential project requests, through self-performance or the subconsultant team structure. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs.	08/27/2025
Q7	Question: Tab 5 Key Personnel We want to make sure we're clear on all of the resources we are dedicating to potential airside and landside on-call projects as well as identifying a clear structure for opportunities for our MWBE partners while keeping within the 12 point Times New Roman requirements. Would it be possible to allow for the organizational chart to be placed on an 11" x 17" page so we can show all these relationships together on one page? Answer: Yes, the org chart can be on an 11 x 17 page.	08/27/2025
Q8	Question: Consultant Number How many consultants/teams will DEN be selecting for this contract? Answer: DEN is anticipating approximately 5 contracts to be awarded.	08/29/2025
Q9	Question: Contract Cap Will the contracts have a monetary cap? If so, is DEN aware of how much that cap will be? Answer: DEN is anticipating each contract maximum liability to be approximately \$10M.	08/29/2025
Q10	Question: Organization Chart Size Is it acceptable to present the organization chart on an 11 x 17 page since it does not count towards the page count? Answer: Yes, the org chart can be on an 11 x 17 page.	09/02/2025
Q11	Question: Proposal Format Section IV-3 Subsection 5 states, "Organizational chart does not count towards total page count." Section IV-2.B bullet 6 includes items excluded from the 25-page count, but does not list the Organizational Chart as an exclusion. Please state whether the Organization Chart counts towards the 25-page Proposal Narrative page count. Please also confirm whether the Org Chart may be submitted as an 11x17 sheet with 10 pt font. Answer: The org chart does not count against your page count and it can be submitted on 11 x 17, the font can be 10 pt. font as long as it is easily readable by our evaluation panel.	09/03/2025
Q12	Question: Proposal Format RFP Section IV-2.B states, "Proposals shall use the font type and size of Times New Roman 12 point." Please confirm graphics, tables, charts, etc. are excluded from this formatting requirement, and may be submitted with legible smaller font and styling. Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/03/2025

Exhibit F

No	Question/Answer	Question Date
Q13	Question: Exhibit B Rate Sheet Please clarify if the Exhibit B Rate Sheet is to include subconsultant staff bill rates, or if it is to include only the Prime Consultant key staff bill rates. Answer: The Rate Sheet Exhibit is intended to include prime consultant and subconsultant billing rates. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs, resulting in subsequent updates to the Rate Sheet Exhibit.	09/03/2025
Q14	Question: Exhibit B-2025 Labor Rates and Classification The "Exhibit B-2025 Labor Rates and Classification" form that was provided with the RFP has limited staff positions available for selection. For example, the Engineer category used to include levels from Engineer I thru Engineer IV. This has been reduced to 1 single classification of Engineer. There are not sufficient positions in this form to categorize our different staff levels. Can this form be revised to include those additional positions similar to previous versions of this form? Answer: Proposers should utilize the "Experience Level" in addition to the Position title as further qualifiers for different staff level.	09/04/2025
Q16	Question: conflict of interest form The RFP indicates the conflict of interest form is required to be submitted as a part of this. Should this form only be submitted if we feel there is a conflict of interest that needs to be disclosed? Should this form be used to identify all the current contracts a firm holds at DEN for review? Can you please provide more clarification around the submission of this form. Answer: The Conflict of Interest Form is only required if the Proposer believes a conflict of interest may exist. The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed.	09/04/2025
Q17	Question: project specific pricing sheet The RFP indicates that if applicable, please provide a project specific pricing sheet or use the Exhibit B form. Please confirm that an Exhibit B is all that is required for this contract. Answer: IV-3 Subsection 1 will be revised. Exhibit B Labor Rates and Classifications is all that is required, there is no project specific pricing sheet for this opportunity.	09/04/2025
Q18	Question: Exhibit B 2025 Labor Rates & Classification Page 24 of the RFP indicates that "The Exhibit B 2025 Labor Rates & Classification is specific to the individual employee assigned to the project, .." The Exhibit B form that is included does not have a column to identify the individual employee. Is the intent to establish rates for each individual, or for each classification? Answer: Complete the Exhibit B Labor Rates and Classifications as indicated. The intent is to establish classification rates, not individual employee rates.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q19	Question: Font Size/Type Will DEN allow firms to use fonts and sizes other than Times New Roman 12 in graphics, charts and callouts? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q20	Question: DEN Conflict Question Submission Form Page 4 of the RFP lists the Conflict of Interest Question Submission Form as a required document. Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form. Please confirm this form is only required if the proposer has a potential conflict of interest as defined in Section III-25 of the RFP. Answer: Refer to Q16.	09/04/2025
Q21	Question: DEN Conflict Question Submission Form Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form, the form appears to be an online submission. If required, is the proposer to complete and submit this form online? Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q22	Question: DEN Conflict Question Submission Form If required to be submitted online, please provide a link to the DEN Conflict Question Submission Form. Answer: The Conflict of Interest Form is not submitted online.	09/04/2025
Q23	Question: DEN Conflict Question Submission Form If required to be submitted online, is the DEN Conflict Question Submission Form required to be submitted prior to the Proposal Due Date. Answer: If applicable, the Conflict of Interest Form should be submitted as part of the Proposal Submittal package.	09/04/2025
Q24	Question: DEN Conflict Question Submission Form If required to be submitted, please confirm that DEN will complete Sections VI and VII of the DEN Conflict Question Submission Form, and the proposer does not need to complete these sections. Answer: Correct - Section VI and VII are reserved for DEN's determination.	09/04/2025
Q25	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states "if applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B – Core Staff Labor Rates." Please confirm that there is not a requirement to provide project specific pricing as part of the proposal response, and that the proposer is only required to submit Core Staff Rates in the RFP attachment titled "EXHIBIT – 2025 LABOR RATES AND CLASSIFICATIONS 073125", for the prime consultant only. Answer: Refer to Q13 and Q17.	09/04/2025

Exhibit F

No	Question/Answer	Question Date
Q26	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate how much of the 20% Evaluated Weight for Section 1 Cost Effectiveness/Pricing would be subdivided if pricing was included in the evaluation and scoring. Answer: IV-3 Subsection 1 will be revised. Pricing is included in the evaluation and scoring, but the evaluated weight is not further subdivided under this criteria.	09/04/2025
Q27	Question: Pricing/Exhibit B Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate where the proposer is to address this evaluation option. Answer: IV-3 Subsection 1 will be revised. This is not intended to be a proposer option.	09/04/2025
Q28	Question: Number of Contracts How many contracts does DEN expect to award as part of this solicitation? Answer: Refer to Q8.	09/04/2025
Q29	Question: Submission on Areas Can a firm submit only in the areas they perform or does DEN prefer teams that can cover all of the potential scope areas listed in the RFP? Answer: Refer to Q6.	09/04/2025
Q30	Question: Graphics + Org Chart Would it be allowable for submitters to use a different font than Times New Roman to accommodate graphic layouts as part of our submittal? For instance in the org chart or other graphics that include text labels? Answer: The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point.	09/04/2025
Q31	Question: Exhibit B - Rates Can categorical rates be provided within the Exhibit B form or are individual person names required? Answer: Refer to Q18.	09/04/2025
Q32	Question: Exhibit B - Rates Are rates to be provided within the Exhibit B form for the prime only or for prime and subs? Answer: Refer to Q13.	09/04/2025

Exhibit F

September 12, 2025

Denver International Airport

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

This Addendum Number 3 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement

Exhibit F

On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

Scope of this Addendum

Addendum Number 3 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

Questions and Answers

This Addendum 3 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 2 is attached which answers Q15.

Attachments

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 2
- Task Order Process – Proposals and Execution. This document replaces the previous attachment included within Addendum 2.

The total number of pages (including cover sheet) contained in this Addendum Number 3 is ten (10).

* * * * *

End of Addendum Number 3.

Exhibit F

Questions & Answers - 1

Solicitation

202580614 - On-Call Infrastructure Design

Buying Organization

City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q15	Question: Exhibit B-2025 Labor Rates and Classification The “Exhibit B-2025 Labor Rates and Classification” form that was provided with the RFP calculates yearly rates for the next 6 years, and uses a 3% escalation rate. The Draft contract in section 5.D indicates rate adjustments will be tied to the Denver-Aurora-Lakewood CPI. Is the intent to limit future escalations to 3%, and the final contract language will be updated to reflect that? Answer: Correct - the intent is to limit annual escalations to 3% and final contract language will be updated.	09/04/2025



Denver International Airport
On-Call Infrastructure Design

RFP 202580614 | September 18, 2025



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

Included as Appendix A

A

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

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Understanding the Project

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Personnel Resumes

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Exhibit F

September 18, 2025



Colin Bible, PE
PROJECT MANAGER

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Englewood, CO 80112
720-744-4757
CMBible@GarverUSA.com



Experience Includes:

\$6B

In Improvements
at Hub Airports

#15

ENR Top 25
Aviation Firms

Staff Experience at

21

of the Top 25 Busiest
Airports in the US

Airport Office Building
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver, CO 80249-6340

RE: RFP 202580614 - DEN On-Call Infrastructure Design

Dear Ms. Barker and Members of the Selection Committee,

I am personally excited for the opportunity to provide engineering design services and construction administration for the Denver International Airport (DEN) On-Call Infrastructure Design contract. Garver is built for on-call contracts, and our team is structured to provide DEN with highly responsive, cost-effective, and flexible service. We have strategically assembled a team of highly skilled consultants, including industry leaders in civil design and professionals with deep experience delivering successful projects across DEN's complex infrastructure. **Collectively, our team has worked on every runway complex and concourse apron and throughout DEN's network of landside infrastructure, giving us an intimate understanding of DEN's operations and priorities.**

Our team is committed to exceeding your expectations through a well-coordinated and efficient approach to task order delivery. With a strong foundation in on-call contract execution and understanding of DEN-specific standards and process, Garver brings the structure, experience, and agility needed to support DEN's future growth.

In this proposal, we have outlined how Garver's DEN-focused project team, extensive on-call experience, and alignment with DEN's Vision 100 and Operation 2045 goals will provide a reliable and adaptable partner to support your needs.

DEN-Focused Project Team

Garver believes in a simple structure for building a successful team—putting the right experts in the right roles. The Garver Team brings a unique perspective that comes from years of working with DEN and your staff in diverse roles. Our team is made up of key personnel who have served DEN as staff, engineering consultants, and contractors. This experience has given us an intimate understanding of DEN's processes, systems, and operations and has helped us build strong working relationships with the key staff and stakeholders we'll be partnering with throughout this contract. By selecting the Garver Team, DEN will gain a partner that understands your operations, has successfully delivered projects at your airport, and is ready to hit the ground running.

Extensive On-Call Experience

Garver is a civil-focused firm whose staff have experience at 21 of the nation's top 25 airports. Over the last decade, we have successfully managed 97 on-call consulting contracts for aviation clients across the country. This experience

**PRIME:**

Garver, LLC

SUBCONSULTANTS

Aeris Engineering, LLC*

APR Consultants, Inc.

Argus Companies, Inc.

Calibre Engineering, Inc.

Civil Innovations, LLC*

Faith Group, LLC

Halliday Technologies Inc.

HCL Engineering &
Surveying, LLC*

Iconic Consulting Group, Inc.*

Olsson, Inc.

PK Electrical, Inc.*

Pinyon Environmental, Inc.

Wong Strauch
Architects, P.C.

Yeh & Associates, Inc.*

*MWBE Firm

Garver commits the availability of all key personnel, as outlined in **Section 5**, to perform the work for the duration of the contract term.

has shaped a proven project management approach and a depth of technical expertise that allows us to deliver full-service design and cost-effective solutions tailored to each client's needs. In this proposal we will detail our proven approach that comes from more than 66 years of successful on-call contracts at airports across the country. Some of the highlights include:

- **Section 1** and **Section 5** summarize how our team structure, with a single accountable point of contact, DEN-experienced task leads, and technical design experts will provide flexibility and adaptability to efficiently deliver task orders large and small while meeting DEN's cost, quality, and schedule expectations.
- **Section 1** outlines Garver's Total Quality Management system, including how we integrate all subconsultant partners into our quality control process to provide comprehensive quality reviews for every deliverable.
- **Section 4** highlights the key components of Garver's approach and how we will implement our focused communication plan on each task order to drive project delivery and align stakeholders.

I am confident that Garver's extensive on-call experience will enable us to provide DEN with high-quality design solutions that meet your schedule and budget expectations.

Alignment with DEN's Vision 100 and Operation 2045

Garver is committed to supporting DEN's Vision 100 and Operation 2045 strategic plan by aligning each task order with your strategic vision and guiding principles. As outlined in **Section 3**, Garver aligns with DEN's guiding principles and will prioritize sustainability, equity, operational excellence, and customer experience in every task order. From leveraging our Envision-certified professionals and our Garver Partners Program for historically underutilized businesses to our forward-thinking and efficient solutions that minimize operational impacts, Garver will partner with DEN to bring your vision to life.

At Garver, we pride ourselves on being our client's most trusted advisor, which starts by building your trust with our quality responsiveness and client-focused customer service. We are excited to build on the synergy our teams have created and to continue our partnership as we work together to deliver on your Vision 100 and Operation 2045 strategic plan. Feel free to contact me at 720-744-4757 or by email at CMBible@GarverUSA.com if you have any questions. Thank you for your time and consideration.

Sincerely,

GARVER, LLC

Colin Bible, PE
Project Manager

Frank McIllwain, PE
Principal in Charge



1

Cost Effectiveness and Pricing

Cost Effectiveness and Pricing

1

→ **Garver Delivers Cost-Effective Design Without Compromising Quality**
Garver will approach every task under this contract the same way: developing a clear understanding of DEN’s needs and tailoring our team and processes to meet those specific needs. This approach, combined with our knowledge of DEN, will enable the Garver Team to provide quality, cost-effective designs that address DEN’s needs today and in the future.

Cost Effectiveness

Philosophy on Cost Effectiveness and Efficiency

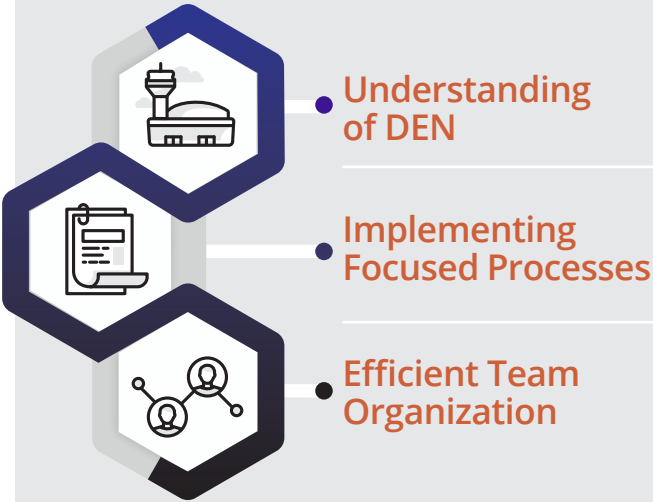
The Garver Team recognizes that DEN’s On-Call Infrastructure Design contract is a cornerstone of DEN’s Vision 100 and Operation 2045 strategic plan. The services provided under this contract will be instrumental in advancing two key pillars of DEN’s strategy: **Growing Our Infrastructure** and **Maintaining What We Have**. The Garver Team is committed to delivering on-time, within-budget, and high-quality designs to directly support these objectives and DEN’s broader vision.

We believe that achieving cost efficiency begins with clearly defined project goals and a thorough understanding of DEN’s processes and mission priorities. Garver’s project approach is grounded in our deep familiarity with DEN-specific operations, our well-established procedures, and the strength of our team’s structure. This foundation empowers us to tailor our team and strategies for each task order, delivering practical and cost-effective solutions that help DEN realize its ambitions for growth and sustainability.

Garver’s track record of successfully managing large, on-call contracts for airports across the nation is possible because of our robust and proven internal processes. However, we recognize that no two airports are exactly alike, and the true key to our success lies in our ability to tailor our approach to each unique airport and the task at hand. For every task order, Garver will invest the time and resources required to fully understand the impacts to DEN’s operations and ultimate master plan. Doing so enables Garver to deliver solutions that are not only efficient and reliable, but also precisely aligned with the operational needs and expectations of your airport.

Garver’s Project Foundation

Garver’s Project Foundation drives cost effectiveness and efficiency in each task.



Understanding of DEN

The Garver Team is comprised of firms with extensive DEN experience. We understand your vision for DEN’s future, we know your internal processes and standards, and we have strong working relationships with DEN staff. This understanding will save valuable time by enabling the Garver Team to skip the learning curve you would encounter with a new consultant and get straight to work. Examples of our knowledge include:

- Familiarity with the DEN **Design Standards Manuals** (DSM) and the requirements for design deliverables.
- Proficiency in DEN’s administrative systems, such as **Unifier** and **Textura**, saving DEN time during fee negotiations and invoicing.



- Relationships with DEN **Digital Facilities & Infrastructure** team.
- Understanding of DEN **Security, Badging, and Driver Training** requirements, enabling our team to be ready to respond at a moment's notice.

Implementing Focused Processes

Garver's Total Quality Management system integrates the DEN DSM Standards and Criteria as well as Garver's stringent standards for quality control into every aspect of project delivery to reduce rework and minimize change orders. This established system, combined with our proven communication plan and project approach outlined in **Section 4**, enables Garver to deliver quality work while meeting aggressive deadlines and staying within budget.

Efficient Team Organization

The Garver Team is organized to provide experts for every discipline anticipated under this contract. This diverse bench means we can assign the right experts for each task and solve problems quickly, saving time and maximizing resources.

Garver's Aviation Design Center (ADC) will support our local team as they have on other DEN projects. The ADC houses a dedicated team of aviation engineers and technicians under one roof to streamline coordination and accelerate delivery. This structure minimizes delays while also providing the resources to deliver large, complex projects and the flexibility to deliver smaller and less complex projects in a cost-efficient manner.



Garver's Aviation Design Center includes **42 engineers and technical staff dedicated to airport projects**. Leveraging this unique resource enables Garver to adapt quickly and efficiently to meet DEN's needs.

Meeting Budget without Compromising Quality

The Garver Team's project foundation will help DEN meet budgets at each stage of the task while prioritizing quality for every deliverable. Garver's strategies to meet the project budget without compromising quality include:

- Establishing and maintaining **clear project goals** that drive decision-making throughout the project.
- Implementing our comprehensive **Total Quality Management** system.
- Providing **reliable conceptual cost data**, allowing DEN to make decisions early in design with confidence.
- Developing **bid alternatives** to provide flexibility to DEN in project award to meet available funding.
- Incorporating constructability feedback on **construction methods and equipment requirements** to make sure methods are appropriate for the local contracting market and to keep bids low.
- Utilizing our **existing knowledge of DEN** and similar work at large-hub airports to identify cost-saving opportunities.
- Leveraging technology** to facilitate design decision-making and monitor performance related to schedule and budget.

RELIABLE COST DATA

Garver performs cost estimates at every milestone deliverable using a database of historical bid tabulation data from aviation projects across Garver's footprint. This database gives staff a view of costs at a local, regional, and national levels so they can create informed and reliable estimates.





Garver Uses Technology to Create Efficiencies

Garver harnesses advanced technologies to optimize value and efficiency in aviation projects, enabling Garver to deliver effective solutions and proactively resolve challenges:

TOOL	USE	BENEFIT
Power BI	Visualization and analysis of design alternatives	Simplified alternative analysis for efficient decision making across stakeholders
AUTODESK Construction Cloud	Cloud-based design software	Houses designs in a single model with clash detection to resolve conflicts before construction
AVIPLAN	Gate layout, pushback, and movement analysis	Models aircraft movements at the gate to simulate safe movements during construction conditions
ArcGIS [®] Field Maps	Pavement data collection	Efficient data collection for survey verification, improving existing condition model quality
vialytics	Pavement distress mapping	Captures roadway pavement distresses at high speeds, reducing downtime
Lumitracker	Lighting level analysis	Detailed light-level collection for roadways collected at high speeds and accessible in GIS
CIRIUM	Analysis and forecasting of flight schedules	Forecasts flight schedules used to help align phasing plans with airline operations

Pricing

Garver’s Exhibit B is provided in a separate electronic file as requested in the RFP.

Quality Control and Error Minimization

Garver’s Approach to Total Quality Management

Garver is committed to exceeding industry standards with our **Total Quality Management** (TQM) system. This comprehensive approach to quality control and quality assurance aligns project managers, design teams, and subconsultants into **one unified effort** of continuous quality improvement for DEN, resulting in reduced costs, improved planning and communication, increased efficiency, and reduced risk.

At its core, TQM is a structured system of documenting processes, procedures, and responsibilities that enables Garver and our subconsultants to integrate operations seamlessly and consistently and to deliver quality projects for DEN.

This proven system provides a framework and guidance for our project managers to plan work for both internal and external team members, monitor progress, identify potential problems, and take preventative action. TQM expands on traditional quality control programs by adding more thorough quality assurance and auditing, interdisciplinary review, specific subconsultant involvement, and integrated learning programs to the traditional standards and requirements that typically characterize most QA/QC processes.

Total Quality Management		
Traditional Quality Control	VS	Garver Total Quality Management
✓	Standards and Requirements	✓
✓	Quality Control Plan	✓
✓	Quality Assurance and Auditing	✓
	Subconsultant Integration	✓ Garver's Added Value
	Interdisciplinary and SME Reviews	✓ Garver's Added Value
	Continuous Learning/Improvement	✓ Garver's Added Value



Strategies to Minimize Errors or Re-Work That Could Increase Project Costs

With TQM, Garver implements quality control/quality assurance measures throughout the life of a project from kickoff to completion in order to minimize errors and rework that could increase project costs. The figure below demonstrates the stages of a typical project and the quality control tasks that happen in each stage:



Dedicated Quality Management

Glenn Boles will serve as the Quality Manager for Garver's on-call contract. With 35 years of career experience, Glenn will be responsible for implementing Garver's TQM system on every task order. As a testament to Garver's dedication to true total quality management, Glenn has zero project commitments. He will work directly with Project Manager Colin Bible, PE, to implement and oversee the TQM process from task initiation through closeout. Glenn will be supported by Michelle Martin, PE, of Civil Innovations and Keith Britton, PE, of Iconic Consulting.



Michelle Martin, PE

Michelle brings 30 years of aviation experience, including serving as DEN's Director of Infrastructure. Michelle's knowledge of DEN will provide seamless integration of deliverables with DEN processes, operations, and DSMs.



Keith Britton, PE

Keith Britton, PE, has 26 years of engineering experience. Keith has worked with Garver on landside and airside projects under on-call contracts at Dallas Fort Worth International and Clinton National Airports. He brings a fresh perspective and valuable lessons learned from his on-call experience.

Subconsultant Adherence to Garver's Philosophy

To promote quality across the Garver Team, we **require subconsultants' design documents to go through both the subconsultant firm's internal QC process and Garver's TQM process.** This helps make sure that the design is reviewed by the subject matter experts within the subconsultant firm and within the context of the whole design package. All comments made during the QC process must be addressed and are back-checked by the Task Lead for compliance. Other measures to involve subconsultants in TQM include:

- **Progress Meetings:** Garver schedules regular progress meetings with our partners at defined intervals to verify progress, assess capacity, understand project deliverables, and confirm alignment with the Project Charter.
- **Design Workshops:** Garver conducts design workshops to engage our team and project stakeholders to coordinate, clarify, and confirm our design decisions throughout the project.
- **BIM Standards:** Garver's staff includes a dedicated BIM Coordinator, Ronda Thorpe, who will work with Clint Davis, DEN's Senior Civil BIM Project Manager, to continuously audit all BIM / CAD files for adherence to Garver standards and DEN's Digital Facilities & Infrastructure/BIM.



Right-Sizing the Team

Our proposed organizational structure for this contract includes a single point of contact, three dedicated task leaders, and a deep bench of technical and production staff. This structure gives DEN a streamlined way to engage with the Garver Team while allowing our team to maintain the flexibility and expertise needed to address task orders of any size and scope.



Process for Right-Sizing the Team for Each Task

When Garver is assigned a task order, our Project Manager determines a Task Lead and individual staff and firms to be involved based on the project’s scope of work, schedule, and technical expertise. Our Project Manager and the Task Lead will then review scope and schedule with each design partner to align our team and confirm resource availability. Taking this approach allows our Project Manager and the Task Lead to

effectively plan for the work effort and optimize our resources to achieve your goals.

Complying with the Contract’s MWBE Goals

The Garver Team includes six MWBE partners who have relevant experience solving challenges at DEN and similar airports across the nation. These partners hold key roles in each major discipline, so that we can assign meaningful work to MWBE partners no matter what the scope of each task order:

- **Aeris Engineering:** Airfield Pavement/Geometry, Drainage/Water Quality, Grading
- **Civil Innovations:** Quality Management, Pavement Evaluation, Maintenance of Traffic
- **HCL:** Water/Sewer, Survey, SUE
- **Iconic Consulting:** Quality Management, Airfield Pavement Markings, Roadway Pavement/Geometry, Erosion Control
- **PK Electrical:** Airfield Electrical/NAVAIDs, Landside Electrical, Low Voltage
- **Yeh and Associates:** Geotechnical

We are confident that these MWBE partners offer valuable expertise and their involvement will achieve DEN’s MWBE objectives for every task order assigned under this contract.

Optimizing the Garver Team’s Expertise and Capabilities to Meet DEN’s Objectives

Garver intentionally chose our teaming partners to optimize their areas of expertise and specific capabilities to meet your objectives.

OBJECTIVE	TEAM EXPERTISE
Achieving Envision Standards	Pinyon Environmental will facilitate DEN’s sustainability goals and Envision verification. Pinyon assisted DEN in delivering its first ISI Envision Silver project.
Adherence and Coordination of MS4 Regulations	Olsson will lead efforts to deliver a drainage design that aligns with DEN’s future vision. They are developing DEN’s Water Quality and Drainage Master Plan updates and have unparalleled expertise with the Mile High Flood District (MHFD). They will lead efforts to update the drainage and water quality infrastructure to meet updated MS4 regulations.
Future-Proofed Design	Garver and our partners have a deep understanding of DEN and your Vision 100 and Operation 2045 strategic plan. Garver has the experience and tools necessary to help DEN future-proof design decisions on task orders.
Prioritizing MWBE Goals and Growth	Aeris, Civil Innovations, Iconic, HCL, PK Electrical, and Yeh and Associates will have meaningful roles on individual tasks. Our EDI plan facilitates growth by giving Civil Innovations their first opportunity in design and Iconic their first DEN experience.
Specialized Services for all Scopes of Work	Faith Group, Argus, APR, Halliday, Calibre, and WSA provide expertise and DEN institutional knowledge to meet all scopes anticipated under this contract.



Managing Subconsultants

Our TQM system has specific guidelines for our project managers to involve subconsultant staff in the design process at every key stage. During project initiation, we implement communication and documentation protocols with clear lines of responsibility. We meet with our subconsultants before design begins to confirm their understanding of the project's goals, design criteria, and other anticipated challenges. This aligns the Garver Team's expectations, making sure that everyone is on the same page at the project's start.

Maintaining Effectiveness

Our project managers also take proactive measures to mitigate the impact of potential issues before designs reach our clients. Garver conducts in-person and/or virtual workshops using Microsoft Teams with our partners to go over QC procedures, and we perform weekly project coordination meetings to check on design criteria, scope of work, budget, schedule, and resource planning.

Design CAD drawings will be completed in Autodesk Construction Cloud (ACC). ACC simplifies CAD file sharing by automatically publishing updated design basemaps in a cloud environment, keeping all design team members working on the latest CAD files.

Maintaining Quality

Overall, Garver applies the same standards to our subconsultants designs as we do for our own—we perform quality control review on all parts of our design package thoroughly before these plans are submitted to DEN. This helps make sure our team

presents clear, consistent, and accurate submittals for any relevant stakeholders to review.

To help with accuracy and accessibility for design review, Garver uses Bluebeam Studio for its cloud-based review feature that enables users from multiple firms to review plans together in real time. This means that our subconsultants can participate in the same QC review process that our personnel are undergoing.

If any challenges are observed in subconsultant performance, **Colin will reach out to help, coach, and mentor them for a successful delivery.** We also conduct post-project assessments so that we can incorporate lessons learned into future projects and further team cohesion.

Garver's TQM System Incorporates Direct, Focused Subconsultant Interaction:

- ✓ Milestones for subconsultant work are built in to our quality control processes.
- ✓ Subconsultants are treated like Garver staff and incorporated into our internal Microsoft Teams environment and weekly progress meetings.
- ✓ Subconsultants participate in Bluebeam Studio reviews for each design submission, providing a holistic review of design documents.
- ✓ Key subconsultant partners (Civil Innovations and Iconic) will help to manage quality control efforts on individual task orders.

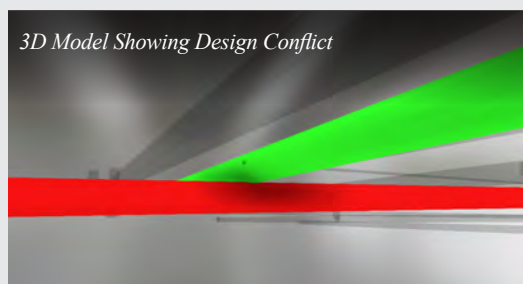
PROJECT PROOF

Concourse B Regional Gate Reconfiguration, *Denver International Airport*

Garver used ACC's Model Coordination and Clash Detection tools to identify and resolve conflicts among three subconsultants. One clash appeared between the proposed storm sewer and an existing water main. Garver investigated the issue and found that the as-built data had been modeled using the outdated NGVD29 vertical datum. When converted to the current NAVD88 standard, the elevation at the conflict location increased by nearly 3.5 feet, confirming the clash.

Garver collaborated with the subconsultant to revise the deliverables before the 100% submittal. During construction, the contractor potholed the water line and verified that Garver's corrected elevations matched field conditions.

Resolving this issue in design prevented costly rework and avoided potential schedule delays.





2

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

Garver's comprehensive Equity, Diversity, and Inclusion Plan is included as Appendix A



3

Understanding the Project

Understanding the Project

3

→ **Garver Understands the Challenges of Large-Scale On-Call Contracts and Has the Team and Processes to Solve Them**

The Garver Team has a long history of serving DEN and other large, commercial service airports under similar on-call contracts. Our approach is based on this experience and includes proactive communication, scalable resources, and focused processes to address any need that DEN has under this contract.

Understanding of the Scope of Work

Garver has a thorough understanding of the work outlined in this RFP and recognizes DEN’s need for qualified consultants to provide diverse, on-call professional services across multiple concurrent projects. With experience providing on-call services at similar large-hub airports, we know success on this contract means acting as an extension of airport staff to meet DEN’s goals and standards.

While the scope of each task order will vary, the Garver Team is prepared to deliver all required services, including planning, design, permitting, construction administration, and cost estimating, in full compliance with the DEN Design Principles, Design Standards, and Airport Rules and Regulations. We understand that the actual tasks we deliver will support your Vision 100 objectives of **Growing Our Infrastructure** and **Maintaining What We Have**, and the Garver Team will make sure our approach to each task also aligns with all of DEN’s guiding principles.



→ Empowering Our People

→ Growing Our Infrastructure

→ Maintaining What We Have

→ Expanding Our Global Connections

Garver Aligns with DEN’s Vision 100 and Operation 2045

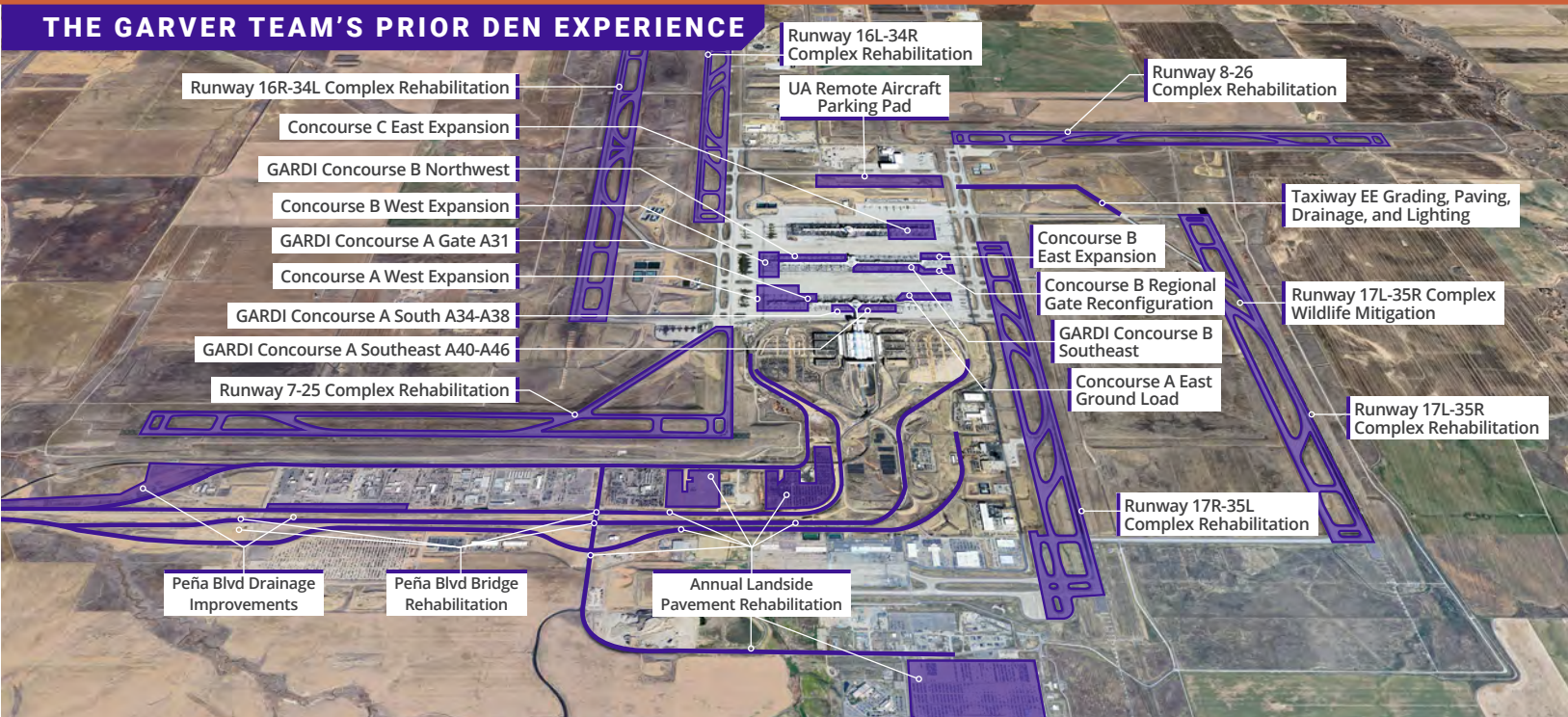
Garver values **DEN’s Vision 100 and Operation 2045 Strategic Plan**, and we commit to serving as an extension of your staff throughout this on-call contract to prioritize your vision and guiding principles.

Guiding Principle	Garver’s Alignment
Sustainability and Resiliency	With nine certified Envision Sustainability Professionals on staff and a sustainability-focused partner in Pinyon Environmental, the Garver Team can support sustainability efforts on tasks of any size or scope, helping DEN meet its goal of being the world’s greenest airport.
Operational Excellence	Garver consistently applies lessons learned from our experience to drive operational excellence in our own work. At DEN, this means designing projects to improve airport and airline operations and, most importantly, delivering our work in the most efficient way possible.
Equity, Diversity, Inclusion, and Accessibility	Garver fosters long-term partnerships and mentorship to support inclusive growth across our footprint. We actively seek opportunities on individual projects and through structured programs to grow the skills and capabilities of Garver’s staff and our partner firms.
Enhancing the Customer Experience	Leveraging our DEN experience, Garver designs with customer experience in mind, aiming to minimize disruption to operations and implement solutions that enhance the passenger experience.

Garver's Knowledge of DEN

The Garver Team brings a unique and diverse DEN perspective that is unmatched by any other team. Members of our team have worked as DEN staff in previous roles, served as an extension of DEN staff on critical projects, and acted as design consultants and/or contractors for DEN and tenant projects. **As shown below, the Garver Team has experience working on every runway complex and gate apron and throughout DEN's landside network of roadways and parking lots. We know DEN's infrastructure and how to successfully design and construct projects while minimizing impacts to DEN Operations and your customers.**

THE GARVER TEAM'S PRIOR DEN EXPERIENCE



Garver's Understanding of Anticipated Task Orders Under This Contract

Garver has met with DEN DEC to review and understand the diverse and multi-disciplined task orders that are anticipated to be assigned under this on-call contract, and we have built our team to deliver on all of the following tasks:

- Drainage infrastructure improvements and new regional water quality facilities as required to comply with new MS4 standards and DEN's new master plans
- Annual landside/airside pavement rehabilitation program to support the Vision 100 pillar of **Maintaining What We Have**
- Runway complex rehabilitation and electrical improvements, which require innovative methods to keep up with maintenance while limiting closures and operational impacts
- Wildlife mitigation through drainage improvements, regrading, new trickle channel, and other mitigation measures identified by the USDA and DEN Operations in sensitive movement areas
- Pavement evaluation/roadway repairs of DEN's airside and landside networks, encompassing six runways, 173 gates, 300 lane miles of road, and 51,000 public parkings spaces
- DIW system improvements, including equipment upgrades, pond lining repair, and replacement
- Preliminary grading, utility planning, and design to activate Real Estate districts and establish development-ready parcels
- Enabling projects to facilitate work on major programs, including Peña Improvements Program, CONRAC, 7th Runway, North Terminal, and C West Expansion
- Traffic signal design and analysis to maintain exceptional customer experience as DEN grows

Complexity, Challenges, and Problems Involved in Planning and Performing the Scope of Work

Garver's experience on multiple on-call contracts at similar large-hubs gives us an understanding of the complexities and challenges associated with the on-call contracting mechanism. At the same time, our Denver-based Project Manager and key staff have worked with you at DEN and gained an understanding of the unique challenges that DEN faces. As a result, we know that successful delivery of this on-call scope of work at DEN will require a team that can:

- Take ownership of task orders and deliver consistent quality of work regardless of task order size and scope
- Cost effectively deliver work in order to maintain contract capacity to serve DEN's ongoing needs
- Effectively manage DEN's diverse stakeholder groups
- Maintain diverse resources to address any type of project need
- Maintain team capacity for quick-response task orders
- Understand the impact of on-call projects on DEN's capital improvement program and future development plans

As discussed in **Section 1**, Garver has developed a Project Foundation that will enable our team to effectively manage and deliver work under this on-call contract. With our understanding of DEN, proven processes, and efficient team organization, the Garver Team will proactively identify and address DEN's challenges not only on individual task orders but also on delivery and management of the overall contract.

Approaches and Philosophy for Overcoming Challenges Related to the Scope of Work

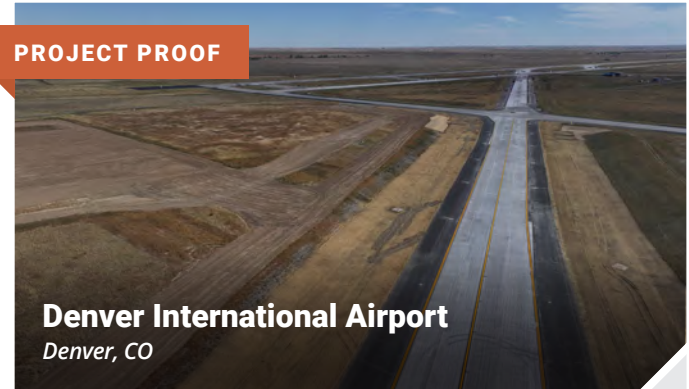
Challenge 1: Stakeholder Management

DEN has a complex and diverse group of internal and external stakeholders. Task orders will require navigating your diverse group of stakeholders that have varying goals and different definitions of success.

Garver knows that cost and organizational efficiencies are created when clear goals and mission objectives are defined at the project outset. Garver's first priority on any given task order will be to engage DEN DEC,

DEN Planning, and DEN Operations to define the goals and priorities for the project that will serve as the foundation for our task-specific implementation plan.

PROJECT PROOF



Denver International Airport
Denver, CO

Taxiway EE Construction

Garver managed expedited design and construction of approximately 5,000 LF of new taxiway. Garver coordinated with DEN, the contractor, the FAA, and local utility providers to deliver the project ahead of schedule and under budget.

Challenge 2: Resource Availability

By nature, on-call assignments are not predictable. We understand that a team must be able to mobilize resources quickly to meet DEN's schedule needs.

Our proposed organizational structure for this contract includes a deep bench of technical production staff. This structure is built for flexibility to meet a wide range of assignments. In addition, our team utilizes an innovative workload management tool to manage resources across our 200-person Aviation Team. This tool will allow your Project Manager, Colin Bible, PE, to supplement his local team with the right resources to meet the needs of any task order assignment.

Challenge 3: Diverse Scopes

We understand that this on-call contract requires a team that is skilled in a vast array of disciplines because task order scopes may vary widely.

Our team includes experts in aviation, transportation, utilities, and civil infrastructure as well as planning and environmental, architecture, innovation and technology, future proofing, customer experience, and many other specialties from other firms with experience solving project challenges at DEN and other airports.

Experience in Overcoming Challenges Related to the Scope of Work

Garver will lean on the experience gained working at DEN under other assignments and from managing similar on-call assignments at large-hub airports across the country. The examples below detail key issues that typically arise during on-call work and Garver's experience in solving such problems.

DEN

Issue: Coordinating Among Diverse Stakeholders

Garver's Solution: Proactive Communication

The design of the Concourse B Regional Gate Reconfiguration involved numerous DEN stakeholders and tenants to coordinate a diverse scope of work. Garver's implementation of our proven approach, outlined in **Section 4**, drove proactive communication with stakeholders and aligned all parties. As a result, we successfully coordinated design of this project under an accelerated time frame, in under six months.

PROJECT PROOF



Concourse B Regional Gate Reconfiguration
Denver International Airport

BNA

Issue: Optimizing Task Order Proposal Process

Garver's Solution: Standardized Process and Forms

In September 2023, Garver was selected for a campus-wide on-call assignment at Nashville International Airport. To maximize swift task order execution, Garver developed standard RFP documents for subconsultants and a standard task order format with BNA. This focus on standardization has improved the efficiency of the task order process, resulting in Garver executing 21 separate task orders in the first six months of the on-call contract.

PROJECT PROOF



On-Call Engineering Services Contract
Nashville International Airport

DFW

Issue: Maintaining Continuity Across Multiple Disciplines

Garver's Solution: Enhanced Design Coordination and Subconsultant Reviews

For projects at DFW, Garver has instituted a policy of utilizing Autodesk Construction Cloud (ACC) and Bluebeam Studio to improve the quality and consistency of all design deliverables. These tools allow all design team members to operate in a shared cloud space, and they help make sure our team presents clear, consistent, and accurate submittals to airport staff for review.

PROJECT PROOF



Civil Design and Design Management On-Call Agreement
Dallas Fort Worth International Airport



4

Proposed Work Plan and Approach

Proposed Work Plan and Approach

4

→ Garver’s Proven Project Management Approach Drives Successful Task Order Delivery

Garver has extensive experience delivering on-call contracts at hub airports across the nation. Our project strategy will implement a robust communication plan, enhance stakeholder involvement, develop a clear framework for each individual task, and provide on-time project delivery that aligns with DEN’s cost, operational, and sustainability objectives.

Project Management and Organizational Approach

Based on Garver’s 66 years of aviation design experience, we have developed an organizational and project management approach to mitigate risk and achieve quality, budget, and schedule goals. The following pages outline Garver’s proven on-call team structure, the project management approach we will implement on each individual task order, and the existing project management controls we will use to organize and track progress of each task order.

Effective Team Organization

Garver’s management structure will enable Garver to take on multiple task orders concurrently, while right-sizing our team of experts for each specific task order. As outlined in **Section 1**, Garver’s team organization has been constructed to provided DEN with a:

Single Point of Contact: Your Project Manager, Colin Bible, PE, will be the single, accountable contact for all task orders assigned under this contract. Colin will perform task order initiation and contracting, manage

overall task order schedules and budgets, execute Garver’s robust TQM program, and provide regular progress reporting on all task orders back to DEN.

DEN-Experienced Task Leads: Colin will be supported by three Task Leads: Jessica Hoffman, PE; Dan Knott, PE; and Justin Cooper, PE. Colin’s Task Leads will handle day-to-day production of deliverables and design team management.

Deep Bench of Industry Experts: Colin, Jessica, Dan, and Justin are supported by a robust team of in-house Garver staff and subconsultant partners who will provide design production and other specialized services for each discipline outlined in the RFP.

Garver has successfully implemented this organization structure on our hub on-call contracts across the nation, including at Nashville International, Austin-Bergstrom International, and Orlando International. This structure gives Colin the flexibility to allocate technical expertise based on each scope of work and schedule, resulting in focused and cost-effective task order delivery for DEN.

PROJECT MANAGER

Colin Bible, PE

20 Years Experience

5 Years Experience at DEN

\$500M in Airport Projects Led

Colin will serve as the single point of contact for DEN and manage delivery of task orders under this contract. Colin has a proven track record of successful project management at DEN. Colin has also managed Garver’s five-year on-call contract at El Paso International Airport and served as Program Manager for a \$200M runway relocation program at Grand Junction Regional Airport.



Monthly Client Coordination Meetings

To keep DEN informed, Colin will coordinate monthly meetings with DEN Design, Engineering, and Construction (DEC). We have found that these meetings to review contract status enhance our ability to successfully deliver task orders and help to avoid surprises. The agenda for these meetings will include:

1 Schedule Updates: Review of active task timelines, milestones, and adjustments needed to maintain momentum. 2 Design Budget Status: Examination of design phase expenditure versus budget, any reallocations, or anticipated changes. 3 MWBE Utilization: Reporting on MWBE participation and progress toward goals, discussion of opportunities for improvement. 4 Critical Decisions: Identification of key decisions required with planned resolutions or escalations.	5 Construction Cost Estimates and Contingencies: Presentation of construction cost projections and assessment of contingency reserves. 6 Input Needed from DEN: Clarification of information, feedback, or approvals needed to resolve issues and support ongoing work. 7 Stakeholder Coordination Updates: Summary of recent stakeholder engagement activities, challenges encountered, and next steps for collaboration. 8 Upcoming Task Orders: Review of upcoming or anticipated task order needs and timelines.

Proposed Effort for Completing the Work on Schedule

Garver will apply our proven design approach and project management controls to deliver DEN's task orders on schedule, beginning with early identification of stakeholders and task order goals. We will align stakeholders through detailed scheduling, regular progress meetings, and design review workshops—resulting in timely designs that comply with DEN's Design Standards.

Pre-Task Order Initiation and Award

Colin and his task leads will hold regular meetings with DEN DEC to confirm and track upcoming task order assignments. Before submitting a task order proposal, Garver will review all preliminary project work, conduct site visits to assess existing conditions, and meet with key DEN stakeholders to review the scope, identify priorities, and understand project drivers. This proactive approach is the foundation of successful task order execution because it enables Colin to assemble the right team of experts and tailor Garver's approach to meet DEN's needs prior the award of any task.

Pre-Design

The primary objective of pre-design is to establish a road map, align stakeholders, and provide clear direction to the design team. During the pre-design phase, Garver will work with DEN to confirm the project's drivers and to establish a communication plan and schedule to help steer design.

Confirm Project Drivers

The Garver Team will meet with DEN staff to confirm project requirements and drivers, establish deadlines, define stakeholder roles, and formally document the critical elements for project success. Garver will utilize our **Project Charter** and the information gathered during Pre-Task Order Initiation to facilitate a focused and productive conversation with DEN staff.

Garver's Project Charter Includes:

- ✓ Project Description and Scope of Work
- ✓ Schedule
- ✓ Description of Tasks
- ✓ Checking Procedures
- ✓ QC Review Milestone Checklist
- ✓ Team Assignments
- ✓ Organizational Chart
- ✓ Design Criteria
- ✓ Budget
- ✓ Communication Procedures



Establish Communication Plan

The Garver Team recognizes that consistent communication and collaboration among the design team, DEN, and project stakeholders is essential for project success. Before commencing any design work, we will establish a communication plan that includes a detailed RACI Matrix and a task order schedule with clearly defined deliverables.

RACI Matrix

We will work with DEN to develop a task order-specific Responsible, Accountable, Consulted, Informed (RACI) matrix (shown below) prior to kickoff. The RACI matrix defines the roles and responsibilities of all stakeholders involved, helping to align all project team members on the level of reporting and decision-making required from each internal and external stakeholder.

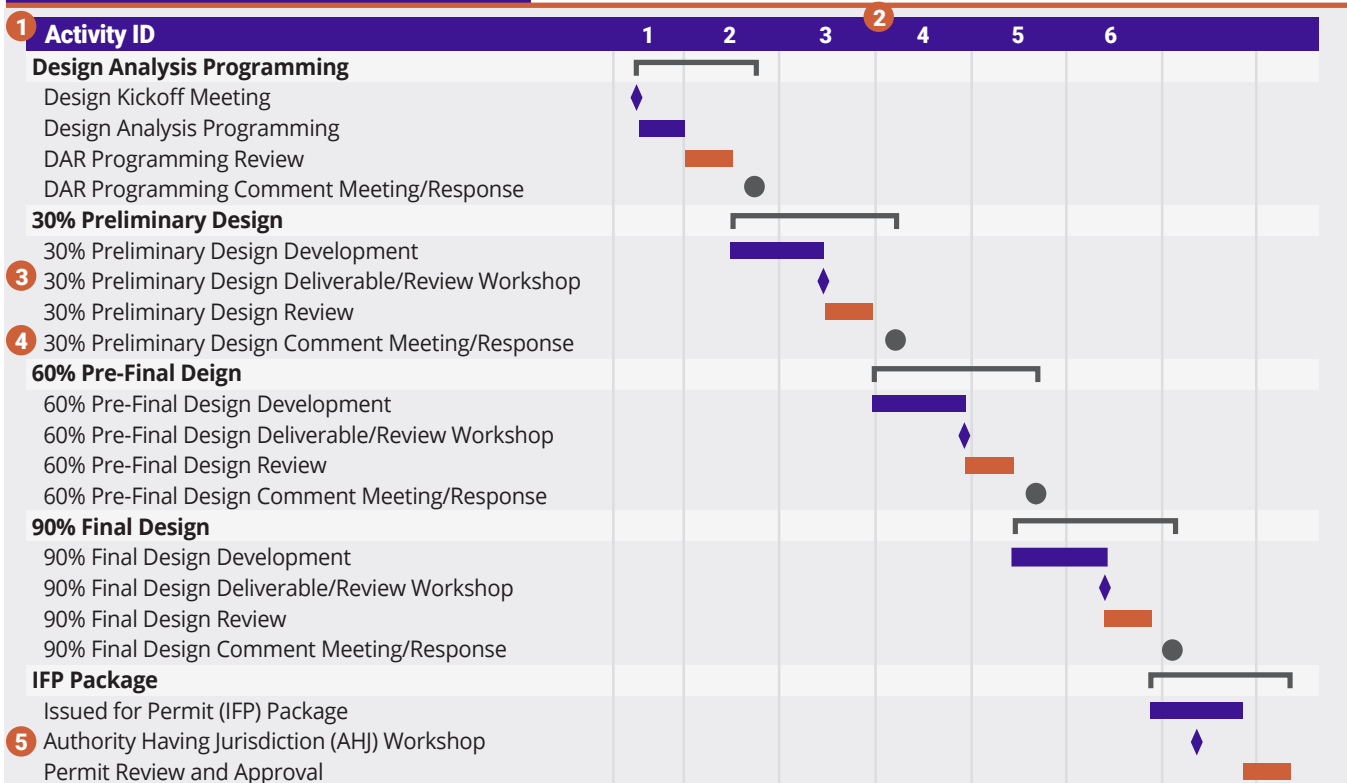
Stakeholders	Roles and Responsibilities									
	Design Criteria	Survey Goals, SUE, Fact/Walk	Construction Phasing	FAA Equipment Relocation	Stakeholder Meetings	30% Design Review Meetings	Identification of SUE Requirements	60% Design and CSPP Review	Complete Safety Risk Assessment	Final Submittal
Garver	R	R	R	R	R	R	R	R	R	R
DEC Planning	C	C	C	C	C	C	C	C	C	C
Airport Operations	C	C	C	C	C	C	C	C	C	C
Airport Safety	C	C	C	C	C	C	C	C	C	C
Airfield Maintenance	C	C	C	C	C	C	C	C	C	C
FAA ATCT	C	C	C	I	C	C	C	C	C	C
FAA TechOps	C	C	C	A	C	C	C	C	C	C
FAA ADO	I	C	C	I	I	I	C	I	I	A
Airline/ERB	C	C	C	C	C	C	C	C	C	C
TSA	C	C	C	C	C	C	C	C	C	C
ICEEL	C	C	C	C	C	C	C	C	C	C
Denver Water	C	C	C	C	C	C	C	C	C	C
CCD	C	C	C	C	C	C	C	C	C	C

Schedule with Clearly Defined Deliverables and Meetings

For each task order, we will establish a task order-specific schedule that will be shared with all stakeholders at the Design Kickoff Meeting. This schedule will include the following key elements:

- 1 Outline of all activities and deliverables required for the task order in accordance with the DEN DSM Standards and Criteria.
 - 2 Activity durations and deliverable dates to make sure that all reviewers allocate time for review.
 - 3 Submittal review meetings/workshops to orient reviewers with the deliverable and highlight critical design decisions, minimizing the time needed to familiarize themselves with the project.
 - 4 Comment resolution meetings to compile and address comments holistically with the review team to make sure conflicts are resolved in a way that satisfies all parties.
 - 5 Engagement with AHJ stakeholders and third party utilities to familiarize them with the project before permit review.
- The example below shows how these elements are incorporated into a task order schedule.

EXAMPLE TASK ORDER SCHEDULE





Kickoff Meeting

The kickoff meeting establishes the tone for the project and is an opportunity for Garver to introduce all stakeholders to the key project drivers, communication plan, and schedule. All stakeholders will leave the kickoff meeting with an understanding of Garver's design approach as well as established dates and expectations for deliverable review periods.

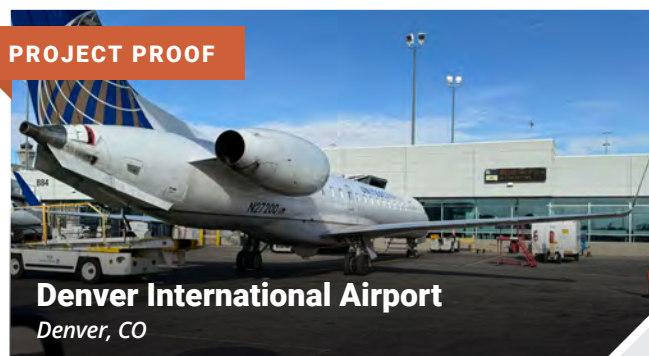
Research and Field Surveys

After kickoff, we will interview stakeholders to review the proposed improvements and their potential impacts. Using existing information, we will evaluate recommendations and create action plans. We will also engage with internal stakeholders and external stakeholders to understand the project's impacts.

This stage also includes geotechnical investigation, topographic survey, and subsurface utility engineering (SUE) study. Garver will coordinate all airfield work with DEN Operations and QA before requesting any airfield closure.

Design Analysis Programming

Next, the team will summarize findings from pre-design to guide design and serve as a historical reference of the decisions made. The preliminary Design Analysis Report (DAR) will include findings from site assessment and field surveys, alternative analysis results, a preliminary construction schedule and phasing, and a preliminary cost estimate and will serve as the road map for design.



Concourse B Regional Gate Reconfiguration

Garver's familiarity with DEN's processes and proactive coordination with stakeholders enabled the Garver Team to complete design and gain all necessary approvals **within six months of project kickoff.**

Design

With consensus from DEN on the DAR and communication plan, Garver will initiate specific and actionable coordination with project stakeholders to drive the design schedule. Our team will implement the following regular internal and external progress meetings to provide critical follow-up with stakeholders to confirm design decisions and enable us to effectively control the design schedule:

- **Design Progress Meetings:** Garver will hold weekly coordination meetings with key stakeholders to communicate progress and coordinate design decisions. These meetings allow Garver to regularly inform DEN and other project stakeholders and to confirm concurrence with design assumptions and decisions.
- **Design Review Workshops:** During workshops, we focus on orienting stakeholders to the project in order to streamline the review process. Our team presents design documents and an executive summary of the project's progress, discusses decisions made, highlights items needing input from stakeholders, and answers questions. Workshops are held on the first day of each review period.
- **AHJ Review Workshops:** Garver will engage the appropriate AHJs in design review prior to submission for permit review. Early involvement and open dialogue with AHJs clarifies expectations and streamlines the permit review process.
- **Comment Resolution.** Garver responds to all design review comments within seven days. Written responses are presented in a comment resolution matrix exported directly from the Bluebeam Studio Session. Formally reconciling all comments in this way helps to align all parties.

Post Project Follow Up

Garver will conduct a post task order meeting with DEN to review lessons learned and seek feedback. By evaluating outcomes, gathering feedback, and identifying lessons learned, we gain valuable insights into what worked well and where adjustments are needed. This process not only strengthens future project planning and execution but also fosters a culture of accountability and growth, so that each task order builds on the success of the last.

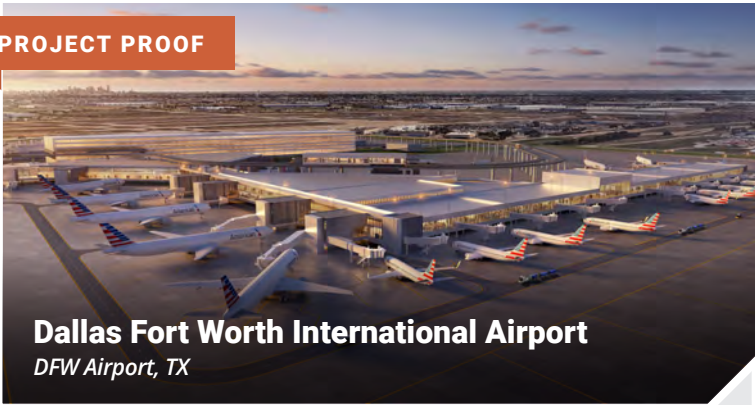


Methods Used to Coordinate Work with Other Consultants

We know from experience that coordinating work with ongoing and planned projects improves project efficiency, saving DEN time and money. Garver coordinates with other contractors, consultants, and subconsultants by identifying these stakeholders at the project kickoff meeting, documenting required coordination in the Project Charter, and proactively communicating throughout the project.

From our past experience working with DEN, we have developed relationships with key stakeholders and third-party utilities. These relationships, coupled with our familiarity with DEN’s ongoing programs and projects as well as our regular communication with DEN staff, will help Colin and our Task Leads identify projects that interface with Garver’s task orders and proactively plan for coordination throughout design and construction.

PROJECT PROOF



Dallas Fort Worth International Airport
DFW Airport, TX

Terminal F

Garver is providing airside civil design for the new Terminal F at DFW. Another consultant is providing design of the apron reconstruction around the new terminal area and tying in to pavements and utilities within Garver’s design scope. To coordinate efforts, the team is utilizing Autodesk Construction Cloud to link design files and share progress in real time. This has helped in the design of adjacent sites by keeping both consultant teams informed and updated.

Project Management Control Methods and Reporting Systems

Garver utilizes the same software as DEN to prepare key project deliverables. These systems all integrate with the suite of Microsoft Office products, allowing for direct compatibility with DEN’s systems.

GARVER’S PROJECT MANAGEMENT SOFTWARE ALIGNS WITH DEN SYSTEMS

Design Team Production | Autodesk Construction Cloud

Garver will utilize ACC to host all design files, simplifying file sharing by automatically publishing updated design basemaps in a cloud environment, keeping all design team members working with the latest CAD files.



Quality Management | Bluebeam Studio

Garver has developed standard review tool sets for use by the QC review team to make personalized comments. Garver has also developed a formalized process for comment incorporation, making sure all comments are addressed and backchecked prior to final submittal.



Schedule Management | Primavera P6

Garver utilizes Primavera P6 for developing and controlling project schedules and forecasting project cash flows. DEN PMO will be able to directly import Garver’s schedules into their master schedule for review and tracking.



Document Control | Unifier

Garver used Unifier to manage all construction administration correspondence on Taxiway EE. Unifier enables seamless management of all CA tasks within DEN’s document control system.





5

Key Personnel and Ability to Respond

Key Personnel and Ability to Respond

5

→ The Garver Team is Ready to Serve DEN's On-Call Needs

We’ve compiled a robust and diverse team of experts with the capacity needed to respond to any task DEN may assign under this contract. Our experience and strong local presence means we will be able to quickly and efficiently coordinate and deliver tasks for DEN.

Ability to Perform the Scope of Work

We’ve assembled a multi-disciplined team to meet the diverse needs of projects anticipated under this contract. Led by Project Manager Colin Bible, PE, the Garver Team includes dedicated leadership for task order management and quality control as well as a bench of experts in a variety of disciplines. **From airfield geometry to bridges and maintenance of traffic, the Garver Team is structured to effectively respond to any task order related to DEN’s airside and landside infrastructure.**

Additionally, this organizational structure will allow for multiple task orders to be performed and tracked simultaneously, while maintaining capacity needed to support DEN staff at all levels.

The following page provides an organizational chart of the Garver Team that will work with DEN under this contract. We have also provided resumes with more detailed information about our key personnel’s experience and qualifications in **Appendix B**.

Office Addresses and Number of Employees

			Project Office		
Firm	Address	Company Staff	Total Staff	Technical Staff	Support Staff
Garver	188 Inverness Dr. W, Ste. 500, Englewood, CO	1,502	25	22	3
Aeris*	865 Albion St, Suite 250-18, Denver, CO	3	3	3	0
APR	27 Oaklawn Avenue, Medway, OH	4	4	4	0
Argus	7900 College Boulevard, Suite 200, Overland Park, KS	122	78	60	18
Calibre	8822 S. Ridgeline Blvd, Ste 310, Highlands Ranch, CO	63	63	54	9
Civil Innovations*	605 S Kuner Road, Suite 109, Brighton, CO	11	11	10	1
Faith Group	3101 St. Hanley Rd., St. Louis, MO	140	65	3	62
Halliday	105 Innovation Court, Ste. F, Delaware, OH	9	9	5	4
HCL*	5975 S. Quebec St, Suite 200, Centennial, CO	50	42	35	7
Iconic*	2655 Villa Creek Drive, Suite 202, Dallas, TX	30	15	5	10
Olsson	1525 Raleigh St. Suite 400, Denver CO	2,311	27	21	6
PK Electrical*	4601 DTC Blvd, Suite 740, Denver, CO	50	24	21	3
Pinyon Environmental	3222 S. Vance Street, Suite 200, Lakewood, CO	100	90	78	12
Wong Strauch	820 Santa Fe Drive, Denver CO	6	6	4	2
Yeh and Associates*	2000 Clay Street, Ste. 200, Denver, CO	140	60	50	10

*MWBE Firm



DEN Project Manager

Irene St. Martin, PE, CM, CCM

Principal in Charge

Garver Frank McIlwain, PE

Project Manager

Garver Colin Bible, PE

Quality Management

Garver Glenn Boles
 Pinyon Environmental Michelle Martin, PE
 HCL Engineering & Surveying Keith Britton, PE

Task Leads

Garver Jessica Hoffman, PE

Garver Dan Knott, PE

Garver Justin Cooper, PE

Design Services

Airside

Aircraft Movement/Parking
 Garver Brandon Hiers, PE, ENV SP

Airfield Planning
 Garver Nathan Polsgrove, A.A.E., IAP, ACE

Airfield Pavement/Geometry
 Garver Jason Frank, PE, MBA
 HCL Engineering & Surveying Matt Nutter, PE

Airfield Operations/CSPP/SMS
 Garver Vince Ponce, PMP, ACE
 Faith Group Dave Fleet

Airfield Electrical/NAVAIDs
 Garver Bart Gilbreath, PE, LEED AP
 PK Electrical Zack Jernigan, PE

Airfield Pavement Markings
 Garver Sara Andrews, PE
 Faith Group Dejuan Carter, PE

Landside

Roadway Pavement/Geometry
 Garver Randy Gros, Jr., PE, PTOE
 Faith Group Jeffrey Briscoe, PE

Maintenance of Traffic
 Garver Mandy Anderson, PE, PTOE
 Pinyon Environmental Ken Pavlick

Landside Electrical
 Garver James Schmitt, PE
 PK Electrical Hayden Schmidt

Traffic Signals/Traffic Analysis
 Garver Mike Spayd, PE, PTOE, RSP1

Bridges
 Garver Blake Staton, PE, SE

Landscape Architecture
 Garver Brent Thomas, PLA, AICP, CPSI

Site Civil/Utilities

Grading
 Garver Rikki Dee Weaver, PE
 HCL Engineering & Surveying Alex Tweedle, PE

Drainage/Water Quality
 Olsson Don Jacobs, PE
 HCL Engineering & Surveying Landen Yasuda, PE

Water/Sewer
 Garver Paul Banschbach, PE
 HCL Engineering & Surveying Mike Maik, PE

Utility Master Planning
 HCL Engineering & Surveying Ben Murphy, PE

Deicing Facilities/Glycol Treatment
 Garver Jason Venier, PE

Fencing
 Garver Roy Daniels, PE

Erosion Control
 Faith Group Jennifer Taylor, PE

Fueling
 Argus Nate Spilker, PE

Low Voltage
 PK Electrical Rob Bogan

Support Services

Geotechnical
 HCL Engineering & Surveying Robert LaForce, PE

Survey
 HCL Engineering & Surveying John Spirk, PLS

SUE
 HCL Engineering & Surveying Kim Martin, PE

GIS
 Garver Drew Moffitt, GISP

Digital Facilities Infrastructure/BIM
 Garver Ronda Thorpe

Structures
 Garver John Carrigan, PE, SE, LEED AP

Pavement Evaluation
 Garver Kyle Bennett, PE
 Argus Michael Gerardi
 HCL Engineering & Surveying Alex Sydney
 Pinyon Environmental Jeff Wilson, PE

Architecture
 Wong Strauch Architects Kevin Sullivan, AIA, LEED AP BD+C
 Garver John Watkins, PE, SE

Environmental/NEPA/Air Quality/Noise
 Pinyon Environmental Jillian Mauer

Sustainability
 Pinyon Environmental Jennifer Hale, ENV SP
 Garver Neil Gabrielson, A.A.E., ACE, ENV SP

Legend

Garver	APR Consultants	MWBE Firms:	HCL Engineering & Surveying
Argus	Halliday Technologies	Civil Innovations	PK Electrical
Olsson	Calibre Engineering	Iconic Consulting Group	Yeh and Associates
Pinyon Environmental	Wong Strauch Architects	Aeris Engineering	
Faith Group			



Availability

We recognize that our ability to respond depends on the availability of our team to deliver work when you need it. **Garver commits the availability of our team members and our subconsultant partners to serve DEN under this contract.** We have already begun planning to accommodate work under this contract and have tools and processes in place to monitor and maintain team availability. The chart below shows availability for Colin and each Task Lead.

Dedicated Available

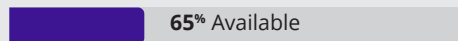
Colin Bible, PE

Project Manager



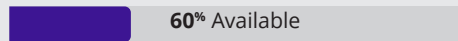
Jessica Hoffman, PE

Task Lead



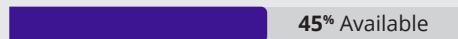
Dan Knott, PE

Task Lead



Justin Cooper, PE

Task Lead



Ability to Coordinate with DEN

Colin, our Task Leads, and several key members of the Garver Team have experience working at DEN and have relationships with DEN staff. We understand DEN's processes and how to effectively navigate them during design and construction. In addition, Colin and his team are located in the Denver metro, making it easy to serve DEN and provide an on-site presence.

Ability to Coordinate with the Team

Garver has experience working with each of the subconsultant partners on our team—in fact, we've worked with several of our partners at DEN. As a result, our partners know what to expect when working with Garver, and we know how to effectively coordinate between firms to achieve your goals.

Office Location

Garver will serve DEN out of our local Denver metro office. This office is home to our local team of 25 Colorado staff, including 22 design professionals, who are ready to respond as your needs arise. In addition, staff from subconsultant firms Civil Innovations and Iconic will co-locate in Garver's Denver office as needed to collaborate on task orders.

As shown below, the partners that make up Garver's core team will serve this project from their local offices. The proximity of the Garver Team to each partner and DEN will allow our team to effectively coordinate and deliver quality services for DEN.

The Garver Team is Local and Ready to Respond

10 LOCAL FIRMS & **298** TECHNICAL STAFF
WITHIN 30 MINUTES OF DEN

Garver	Civil Innovations
Olsson	Aeris Engineering
Pinyon Environmental	HCL Engineering & Surveying
Calibre Engineering	PK Electrical
Wong Strauch	Yeh and Associates





Subconsultants

AIRFIELD PAVEMENT/GEOMETRY, DRAINAGE/WATER QUALITY, GRADING



Denver, CO

50 years of combined experience

Aeris Engineering, LLC specializes in airfield design and engineering solutions across the United States. With over 50 years of combined experience, Aeris staff bring a wealth of direct experience from working at DEN on a wide range of airside and tenant projects at the airport, including runway rehabilitations, new taxiway construction and rehabilitations, and new apron construction and rehabilitations. They are closely familiar with DEN's operational complexities and specific construction standards.

CAPABILITIES

- MWBE firm
- Staff brings DEN experience
- Denver office

PAVEMENT EVALUATION



Medway, OH

Analyzed ride quality on DEN's six runway complexes

APR Consultants, Inc. (APR) has a long history of evaluating the runways at DEN. APR conducted its first runway survey and analysis project at DEN in 2005 and has subsequently returned six more times, ultimately involving all of the runways operating at DEN. APR is also a leader in performing new pavement acceptance testing for smoothness.

CAPABILITIES

- DEN experience
- Expertise in pavement ride quality analysis

FUELING



Kansas City, MO

Three recent projects at DEN

Argus Consulting, Inc. is a fuels infrastructure engineering firm that specializes in program management, planning, design, digital engineering, construction administration, compliance, asset management, and operations support of fuel receiving, storage and distribution facilities, and systems. For 30 years, Argus has supported the nation's busiest airports on hundreds of aviation fueling projects, including DEN.

CAPABILITIES

- Expertise in hydrant fuel systems
- DEN experience
- Worked with Garver on Concourse B Regional Gate Reconfiguration at DEN

UTILITY MASTER PLANNING



Highlands Ranch, CO

25 years of civil engineering

Calibre Engineering, Inc., a Service-Disabled Veteran-Owned Small Business (SDVOSB), brings more than 25 years of experience in civil engineering for large-scale developments. Recently Calibre supported the expansion of United's Denver campus with strategic utility planning, grading, and entitlement coordination, navigating quick schedules and layered infrastructure constraints like those expected under this on-call.

CAPABILITIES

- CCD permitting/zoning experience
- DEN experience
- Denver office

QUALITY MANAGEMENT, PAVEMENT EVALUATION, MAINTENANCE OF TRAFFIC



Brighton, CO

Extensive DEN experience

Civil Innovations, LLC is a professional engineering and management consulting firm specializing in airport infrastructure. They are a small woman-owned business whose leadership team has been involved in the transportation industry since 1991, including in executive roles at DEN. Over the past three years, Civil Innovations has worked at DEN for United Airlines on the Gate of the Future, Great Hall Airline Lobby Moves, and on pavement and infrastructure assessments.

CAPABILITIES

- MWBE firm
- DEN experience
- Denver office
- Mentorship opportunity





AIRFIELD OPERATIONS/CSPP/SMS



Kansas City, MO
More than seven years of experience at DEN

Faith Group, LLC is a St. Louis-based company founded in 2004 and is comprised of more than 140 highly skilled professionals. Faith Group has completed several projects at DEN, including a Dynamic Signage Assessment in 2018, a Deice Operations Assessment in 2018, and several Safety Risk Management Panels over the years covering Runway 16R-34L, Taxiway EE, and Runway 17R-35L.

CAPABILITIES

- DEN experience
- Experience working with Garver
- Expertise in airport safety and operations

PAVEMENT EVALUATION



Delaware, OH
Provided RT3 Friction Testers to DEN

Halliday Technologies, Inc. is the world's authority for friction testing for runway and roadway surfaces. They help customers to provide safe operating conditions while saving money through innovative friction testing technologies that are FAA-approved and ICAO compliant. Halliday worked with DEN to provide RT3 Friction Testers and customized software programming to accommodate DEN's operations.

CAPABILITIES

- DEN experience
- Innovative pavement friction testing technologies
- Airside and landside experience

WATER/SEWER, SURVEY, SUE



Centennial, CO
150 projects at DEN

HCL Engineering & Surveying, LLC is a multi-disciplinary firm that excels in civil engineering, structural engineering, surveying and mapping, subsurface utility engineering (SUE), and architecture. Established in 1999 and proudly serving the Colorado Front Range to the Western Slope, HCL has worked at DEN for over 15 years, providing various civil, structural, and surveying services.

CAPABILITIES

- DEN experience
- Worked with Garver on Concourse B Regional Gate Reconfiguration at DEN
- Denver office

QUALITY MANAGEMENT, AIRFIELD PAVEMENT MARKINGS, ROADWAY PAVEMENT/GEOMETRY, EROSION CONTROL



Dallas, TX
54 projects with Garver

Established in 2008, **Iconic Consulting Group, Inc.** is a certified MWBE firm specializing in civil engineering and construction support services. A dynamic team with over 100 years of combined experience and consisting of skilled engineers and project managers dedicated to civil infrastructure, Iconic's expertise extends to assisting clients in Texas, Arkansas, and Nebraska.

CAPABILITIES

- MWBE firm
- Long history working with Garver
- Mentorship opportunity

DRAINAGE/WATER QUALITY



Denver, CO
Updating DEN's Water Quality & Drainage master plans

Olsson is an employee-owned engineering and design firm with a rich history of success and a deep understanding of Denver's stormwater landscape. Olsson staff played a key role in updating DEN's Water Quality and Drainage master plans. Leveraging the latest modeling tools and collaborating closely with airport stakeholders, Olsson enabled a digital master plan to support current and future needs.

CAPABILITIES

- DEN experience
- Denver office
- Expertise in DEN's drainage and water quality systems



AIRFIELD ELECTRICAL/NAVAIDS, LANDSIDE ELECTRICAL, LOW VOLTAGE



Denver, CO
13 staff badged at DEN

PK Electrical, Inc. is a woman-owned electrical engineering firm providing complete design for normal and emergency power, lighting and controls, technology/communications, and medium voltage distribution systems. Over the past 10 years, PK Electrical staff have built trusted relationships with DEN's electrical and communications engineers, maintenance and operations team, and other key personnel by providing the high-quality level of service and design they are known for.

CAPABILITIES

- MWBE firm
- DEN experience
- Denver office
- Worked with Garver on Concourse B Regional Gate Reconfiguration at DEN

ENVIRONMENTAL/NEPA/AIR QUALITY/NOISE, SUSTAINABILITY



Lakewood, CO
Five sustainability projects at DEN

Pinyon Environmental, Inc. is a 100% employee-owned small business headquartered in Lakewood, Colorado, with 30 years of demonstrated consulting experience for a variety of clients, including DEN. Pinyon led implementation of the Institute of Sustainable Infrastructure's Envision framework on several DEN projects, including Runway 17L-35R, DEN's first Envision Silver Award. Pinyon has also provided environmental support related to NEPA clearances for on-call tasks and projects at DEN.

CAPABILITIES

- DEN experience
- ISI Envision expertise
- Supported DEN in development of sustainability standards

ARCHITECTURE



Denver, CO
25 years of experience at DEN

Wong Strauch Architects, P.C. (WSA) has been fortunate to participate in the ever-changing needs and exciting new growth at DEN. For 25 years WSA has demonstrated their experience and ability to provide professional services through their track record of completing successful project with DEN. WSA has tailored their firm to understand the processes and standards and have learned to develop projects the DEN way.

CAPABILITIES

- DEN experience
- Denver office
- Architecture expertise
- Worked with Garver on Concourse B Regional Gate Reconfiguration at DEN

GEOTECHNICAL



Denver, CO
14 projects with Garver in the past five years

Yeh and Associates, Inc. is a full-service geotechnical engineering and construction management firm established in 1999. Yeh offers expertise in geotechnical engineering, pavement design, construction management, inspection, and materials testing. Yeh is familiar with airport safety procedures for field investigations for airside and landside airport infrastructure projects. Their experience with DEN and FAA requirements and safety procedures makes Yeh a strong team member for successful project completion.

CAPABILITIES

- DEN experience
- Denver office
- Geotechnical expertise
- Worked with Garver on Concourse B Regional Gate Reconfiguration at DEN



6

Company Experience and Qualifications

Company Experience and Qualifications

6

→ Garver Brings Extensive On-Call Experience to DEN

Garver is uniquely qualified to serve DEN because of our extensive, nationwide on-call experience. We have served as on-call engineer for 97 airports in the last 10 years. Our lessons learned from this experience have developed into proven processes that will help the Garver Team effectively deliver work under this contract.

Experience Providing On-Call Services

Garver has a long history of serving as an on-call engineer or engineer of record for airports across the nation. We’ve held 97 on-call contracts for both commercial and general aviation airports in the past 10 years. Services under these contracts have included civil landside, airside, roadway, bridge, environmental, water and wastewater, drainage, traffic, and more. We know how important it is for large-hub airports like DEN to be response-ready when critical needs arise.

Garver has delivered more than **220 task orders under on-call contracts** in the past year alone.

We will leverage lessons learned from on-call design contracts at similar airports, like Austin-Bergstrom International, Dallas Fort Worth International, and Nashville International Airports, as well as our previous experience on Taxiway EE and United tenant projects at DEN, to successfully manage and execute on-call design assignments.

Through this experience our team has developed proven processes, as outlined in **Section 4**, to identify and address project challenges and effectively deliver both large and small task orders in a cost-effective and efficient manner. In the project examples on the following pages, we discuss example challenges, lessons learned, and assistance needed to accomplish these tasks.

GARVER’S AIRPORT EXPERIENCE

IN THE LAST 10 YEARS:

65
Commercial Service Airports Served Nationwide

97
Airports Served Under On-Call Contracts

\$8B
Construction Value Delivered to Airports Nationwide

Large- and Medium-Hub Airports Served Through On-Call Contracts

 Albuquerque International Sunport	 Austin-Bergstrom International Airport	 Orlando International Airport	 Tampa International Airport
 San Antonio International Airport	 Dallas Fort Worth International Airport	 Nashville International Airport	 Dallas Love Field
 Louis Armstrong New Orleans International Airport	 Indianapolis International Airport	 Miami International Airport	 Ontario International Airport

**GARVER**
GARVER, LLC - 202582713-00

RFP NO. 202580614 - DEN ON-CALL INFRASTRUCTURE DESIGN

21



Dallas Fort Worth International Airport

DFW Airport, TX

On-Call Design and Design Management

► **DATE:** 2017 - 2023 ► **GROSS FEES:** \$24,070,019 ► **CONTRACT VALUE:** \$27,500,000

Project Description

Garver was awarded a \$7.5M contract in 2017 and a \$20M in 2019 to provide on-call services at Dallas Fort Worth International Airport.

Scope of Work

Garver delivered a comprehensive suite of services for DFW’s airside and landside infrastructure. Specifically, Garver’s services included airfield design, roadway and bridge engineering, site development, and broader general engineering services. The scope of work was completed under delivery orders and included planning and development services, design services, and construction phase support.

Outcome/Result

Garver completed more than 50 projects under this contract, ranging from lift station replacements to runway rehabilitation.

RELEVANT TASK ORDER

Runway 17L-35R Rehabilitation

Challenge: The project included rehabilitation of all longitudinal and transverse concrete joints within Runway 17L-35R and the connecting taxiways beyond the hold-position markings. Construction required closure of the runway while minimizing impacts on airport operations.

Methodology for Resolving Challenge: Garver coordinated the closure of Runway 17L-35R with multiple stakeholders to make sure construction did not impact operations. Garver’s CSPP required the contractor to implement night closures from 11:00PM and 6:00AM and to provide a FOD management plan to facilitate reopening each morning without delays. This approach allowed the airport to maintain operational capacity during peak daytime conditions.

Lessons Learned: Proactive involvement of stakeholders in CSPP development is critical in order to make sure construction has minimal impacts on both airport and airline operations.

Level of Assistance Required from Client: Garver proactively involved DFW staff in developing, reviewing, and approving the CSPP.

OWNER

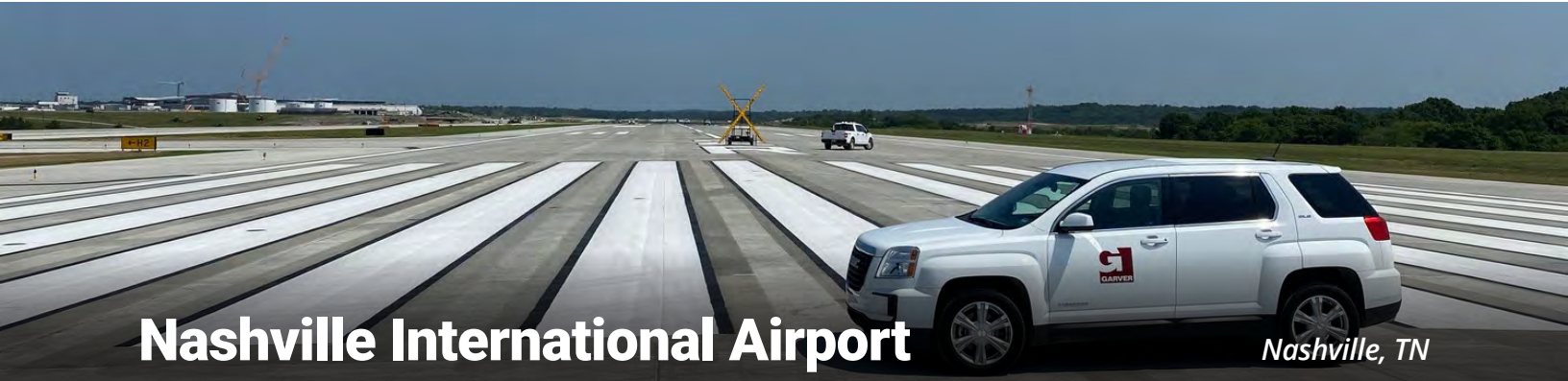
Dallas Fort Worth
International Airport Board
3003 South Service Rd
PO Box 612008
DFW Airport, TX 75261

CONTACT

Vasile Marincasiu
Senior Project Manager
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VMarincasiu@
dfwairport.com

SUBCONSULTANTS

AZ&B	4%
Criado	4%
Iconic	4%
IEA	4%
JQ Infrastructure	4%
Lamb Star	5%
LTRA	4%
Shrewsberry	4%
White Hawk	4%
STL Engineers	3%
INTROBA	2%



Nashville International Airport

Nashville, TN

On-Call Engineering Services

▶ **DATE:** ONGOING ▶ **GROSS FEES:** \$16,079,395 ▶ **CONTRACT VALUE:** \$22,500,000

Project Description

This on-call contract was developed by MNAA to serve airside and landside engineering needs with the goal of speeding up the pace of studies and designs to keep up with the demanding pace of the airport.

Scope of Work

Projects have ranged significantly from studies, designs, and construction phase services. Notable projects have included deicing treatment improvements, terminal apron pavement repairs, taxiway rehabilitation and reconstruction, exit roadway widening, and roadway drainage improvements.

Outcome/Result

In the past two years, Garver has delivered 59 task orders under this agreement.

RELEVANT TASK ORDER

Terminal Apron and Taxilane Extension

Challenge: Garver oversaw design and construction of a terminal apron and taxilane expansion. The task was an enabling project for BNA’s \$1.4 billion New Horizon expansion and modernization program. Challenges included working with airlines to avoid impact to nearby gates, mitigating wetland and stream impacts, managing improvements to the airport’s drainage system, and completing a 60-foot deep fill.

Methodology for Resolving Challenge: Deep fills experience settlement at different rates and amounts depending on the type of materials that are used. Due to the short amount of time the fill could complete the settlement process before needing to be paved upon, the design team selected a limestone shot rock fill and sourced materials from other ongoing excavation projects in the downtown Nashville area.

Lessons Learned: Seeking alternative solutions for unique projects unlocks greater innovation and adaptability, enabling tailored results that standard processes may not achieve.

Level of Assistance Required from Client: Garver involved MNAA in design workshops to gather input and gain consensus on critical decisions.

OWNER

Metropolitan Nashville
Airport Authority
140 BNA Park Drive
Suite 520
Nashville, TN 37214-4114

CONTACT

Traci Holton, PE
Vice President, BNA
New Horizons
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@flynashville.com

SUBCONSULTANTS

CK Consulting	13%
Connico	5%
Gresham Smith	5%
Civil Infrastructure Associates	4%
Civil & Environmental Consultants	3%
Pavement Technical Solutions	3%
Shrewsberry	2%
Other Subconsultants	43%



Greater Orlando Aviation Authority

Orlando, FL

On-Call Architecture and Engineering Services

▶ **DATE:** ONGOING ▶ **GROSS FEES:** \$670,053 ▶ **CONTRACT VALUE:** N/A

Project Description

In 2024, the Greater Orlando Aviation Authority (GOAA) selected Garver for continuing on-call architecture and engineering consulting services. Per Florida Statute 287.055, this contract is utilized for projects less than \$7.5M in construction value and studies less than \$500,000 in fees.

Scope of Work

The contract includes planning, design, and bidding support for projects at both Orlando International Airport (MCO) and Orlando Executive Airport (ORL). MCO is planning terminal renovations with enabling work expected to be assigned under its on-call contract.

Outcome/Result

To date, Garver has been assigned nine task orders under this contract, including design of landside pavement improvements, baggage handling upgrades, and studies of airport facilities at MCO.

RELEVANT TASK ORDER

Curbside ADA Study

Challenge: Garver was tasked with review of the MCO Terminals A and B arrivals and departures curbsides for compliance with ADA standards. The study required a site survey of the highly trafficked curbside areas to gather information about the existing conditions.

Methodology for Resolving Challenge: To minimize interruptions to passengers and ground transportation providers utilizing the arrivals and departures curbside areas, Garver conducted the site surveys during the evening hours.

Lessons Learned: Conducting field investigations during off-peak hours is essential for minimizing disruption while still capturing accurate field data.

Level of Assistance Required from Client: Garver met with airport staff to review a draft of the report and gather feedback before finalizing the report.

OWNER

Greater Orlando
Aviation Authority
One Jeff Fuqua Blvd.
Orlando, FL 32827

CONTACT

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Engineering &
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SUBCONSULTANTS

Aguirre Project Resources	<1%
Cost Management Inc.	1%
Gresham Smith	2%
Introba	2%
Matern Professional Engineering	<1%



Austin-Bergstrom International Airport

Austin, TX

Architectural & Engineering Rotation List

▶ **DATE:** ONGOING ▶ **GROSS FEES:** \$6,397,987 ▶ **CONTRACT VALUE:** \$12,000,000

Project Description

Garver has provided on-call architecture and engineering services under a rotation list contract at Austin-Bergstrom International Airport (AUS) since 2020.

Scope of Work

Garver’s work on the contract has included design, bidding, and construction administration for airside, landside, and terminal building projects, including design for a new surface parking lot, cloverleaf turnaround, elevator refurbishments, and improvements to two airfield operations area checkpoints.

Outcome/Result

Garver has been assigned six task orders under this contract for projects totaling \$16M in construction value.

RELEVANT TASK ORDER

Surface Parking Lot

Challenge: Under our rotation list contract, Garver is designing a new surface parking lot for the Airport Expansion & Development Surface Parking Program. At the project’s onset, the City and Department of Aviation established the new Preliminary Plan Review (PPR) process for permitting to increase efficiency. The Surface Parking Lot is the first AUS project to use the new process for site development permitting.

Methodology for Resolving Challenge: To make sure the new process did not affect the project schedule, Garver attended meetings with City staff to discuss the project and the PPR process and align expectations for deliverables.

Lessons Learned: AUS has several consultants that will be utilizing the PPR process on future projects. Our team is compiling lessons learned about the process to share with AUS for the benefit of their future projects.

Level of Assistance Required from Client: AUS provided guidance as needed during the permitting process.

OWNER

Austin-Bergstrom International Airport
3600 Presidential Blvd.
Austin, TX 78719

CONTACT

Robert Mercado
Project Manager
512-913-0108
Robert.Mercado@FlyAustin.com

SUBCONSULTANTS

4B Technology Group	5%
Adisa Public Relations	1%
AG3 Group	16%
Corgan Associates	1%
Encotech Engineering	1%
HVJ Associates	17%
K Friese & Associates	1%
MWM Design Group	9%
Other Subconsultants	2%



APPENDIX

A

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

DEN Equity, Diversity, and Inclusion Plan



→ **Garver Has Established Programs to Support Our Plan to Exceed DEN's Goal**

Equity, diversity, and inclusion are values that are rooted in Garver’s award-winning company culture. At Garver, EDI is about more than just meeting a goal—rather, it is about building lasting relationships with our EDI partners and working together for the good of our industry. Garver has met with DBSO to learn how we can continue to refine our plan and is partnering with DEN’s Center of Equity and Excellence in Aviation (CEEA) to advance Garver’s and DEN’s shared goals.

Section A: Equity, Diversity and Inclusion Strategies
MWBE Inclusion on This Contract

Garver has structured our team to meet or exceed the 21% goal for this contract. Our team consists of six certified MWBE firms with experience to help deliver the scope of work for this contract. The table below provides a list of the MWBE firms on our team, their roles, and the estimated value of their work.

GARVER’S ANTICIPATED MWBE PARTICIPATION			
Firm	Certification	Role	Estimated Value
Aeris Engineering, LLC	MWBE	Airfield Pavement/Geometry, Drainage/ Water Quality, Grading	3.0%
Civil Innovations, LLC	MWBE	Quality Management, Pavement Evaluation, and Maintenance of Traffic	2.5%
HCL Engineering & Surveying, LLC	MWBE	Water/Sewer, Survey, SUE	6.0%
Iconic Consulting Group, Inc.	MWBE	Quality Management, Airfield Pavement Markings, Roadway Pavement/Geometry, Erosion Control	3.0%
PK Electrical, Inc	MWBE	Airfield Electrical/NAVAIDS, Landside Electrical, Low Voltage	2.5%
Yeh and Associates, Inc.	MWBE	Geotechnical Engineering	4.0%

Strategies to Increase Participation of MWBE Firms
Garver’s strategy for enhancing EDI partner involvement is to engage strategic MWBE firms across each major scope of work anticipated under this contract. This approach allows us to leverage specialized capabilities while fostering an environment where our partners can deliver significant value to both Garver and DEN.

Our MWBE partners for this project include both new and experienced firms at DEN, all of whom have successfully collaborated with Garver on similar

aviation projects. Each partner brings unique expertise and experience to our team, enabling meaningful participation in this project.

The MWBE firms selected for this contract were chosen not only for the value they bring to DEN, but also for the long-term opportunities we aim to create for disadvantaged and historically underutilized businesses in Denver. These selections reflect our commitment to inclusive growth and sustainable partnerships. **We are proud to highlight the six MWBE partners chosen for this contract and the strategies we’ve developed to support their meaningful participation.**



Aeris Engineering is a newly established civil engineering firm led by personnel with over 50 years of combined experience in airfield design and engineering at airports nationwide, including DEN. Garver has previously partnered with Aeris's leadership on successful airfield design projects, and this contract presents an opportunity to continue that strong collaboration while helping Aeris expand its project portfolio at DEN.

For this project, Aeris will provide design support in airfield pavement and geometry, drainage and water quality, and civil site grading—areas in which their team has already demonstrated success at DEN.



Civil Innovations is a current participant in the Garver Partners program where their leadership is learning from professionals throughout Garver's footprint on a wide variety of topics. Garver's history with Civil Innovations includes serving as a subconsultant to their work on projects for United Airlines in Denver and Phoenix. Our work together and strong mentor-mentee relationship will enable us to effectively coordinate work and provide for hands-on mentorship opportunities through the design process.

On this contract, Civil Innovations will provide quality management, pavement evaluation, and support on maintenance of traffic. One of their goals for future growth is to develop a new scope of services. To help reach this goal, Garver plans to mentor Civil Innovations staff on engineering design and quality control processes to help staff gain experience with these scopes and develop related services to offer in the future. Additionally, Civil Innovations staff will co-locate in Garver's office as needed to work on task orders under this contract. This will not only benefit the work itself but will also help us to identify mentorship opportunities that may not be obvious otherwise.



HCL Engineering and Surveying is currently partnering with Garver at DEN on the Concourse B Regional Gate Reconfiguration project. This on-call contract presents a valuable opportunity to further strengthen our mentorship with HCL's team while supporting their firm's continued growth. We will highlight their team's expertise and institutional knowledge at DEN on this contract, as HCL will lead efforts in surveying and

subsurface utility engineering (SUE), while also supporting Garver in the design of water and sewer utilities.



Iconic Consulting Group is a graduate of the Garver Partners program and has served with Garver on 54 projects over the past 10 years, including work at nine airports across our footprint. We are excited for the opportunity to bring Iconic on this team for their first professional experience at DEN, which will not only be a new airport for their staff but will also present an excellent opportunity to deepen their expertise in civil design for commercial service airports. Our mentorship with Iconic for this contract includes quality management and the design of airfield pavement markings, roadway pavement/geometry, and erosion control. These critical scopes are a strength of Iconic's staff and will give their staff experience with DEN's processes and standards, helping them gain an understanding of how to succeed at DEN as a prime firm.

As outlined in **Section 1** of our proposal, all design partners will be required to participate in Garver's Total Quality Management system, but Iconic's inclusion in the role of quality management provides further technical support to the firm as they grow and aim to refine quality control processes within their company.

In addition, Iconic staff will co-locate in Garver's Denver office as needed throughout the contract to work on task orders. This presents a unique opportunity for Iconic and our local subconsultant partners to work together in person and to expand their professional networks. We plan to introduce Iconic staff to Civil Innovations so the two firms can share lessons learned as two small firms growing their business within the aviation industry.



PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING

PK Electrical and Garver have experience working together on tenant improvements for United Airlines at DEN. Under this contract, PK Electrical will provide electrical engineering for airside, landside, and low-voltage systems. We plan to leverage Garver's nationally recognized electrical engineering team to mentor PK Electrical's Denver-based team on airfield electrical systems and NAVAIDs, enabling them to gain additional experience with DEN's airfield electrical systems to help PK Electrical win future work at DEN.



Yeh and Associates is a long-time partner with Garver in the Colorado market, having served on 14 airport contracts with us in the last five years. They are part of Garver's team for the Concourse B Regional Gate Reconfiguration at DEN. Yeh will provide geotechnical engineering services for the task orders that may be assigned under this contract.

Alignment with Garver's EDI Culture

Garver's strategies for MWBE utilization on this contract align with Garver's EDI culture because they focus on long-term mentorship and meaningful involvement. Garver sees our partners as much more than a means of meeting a goal—rather, we view our subconsultants as true, long-term partners and seek to gain shared experience that benefits both of our firms and, most importantly, the value we bring to our clients.

Section B: Technical Assistance and Support Services

Garver is committed to creating an environment that sets our MWBE partners up for success. We have already begun this process by aligning the proposed scopes of work for the project with our MWBE partners' existing services and mentorship opportunities to provide meaningful work for each firm. Upon selection, we will continue this effort by offering specific mentorship assistance and guidance to contribute to their success and growth for work at DEN and other comparable clients in the future.

Mentorship in Technical Services

For this contract, we have aligned with technical experts who we believe add value to the team for the specific components anticipated for this project. In turn, Garver commits to providing value to our MWBE partners by including them fully in the overall project management process to help them see the bigger picture, contextualize their portion, and make new connections within DEN's organization. We commit to accomplishing this inclusion while also maintaining the strong cost and schedule control measures that are crucial for any successful project.

Mentorship in Financial and Support Services

In addition to the areas noted above, Garver personnel will also provide mentorship for both Iconic and Civil Innovations related to insurance planning, prompt

payment, and other general topics related to building successful business practices. Our experience working with each of these firms has made it clear that they are excellent at providing engineering-related services; our mentorship will focus on the business management and process-related components (such as insurance, driver training, badging, etc.) that will be important for their ongoing relationships with DEN.

Partnership with DEN's Center of Equity and Excellence in Aviation (CEEA)

Garver is committed to partnering with community resource organizations across our footprint to support historically underutilized business. In Denver, Garver has had the privilege of supporting DEN with their CEEA initiatives. Through support of both the DEN Academy and our work with DEN's Business Development Training Academy to develop the Concourse 300 curriculum, Garver is grateful for the opportunity to support DEN provide guidance and support to the next generation of local leaders and businesses in aviation.

→ Approach to Mentoring MWBE Firms

Garver's approach to successful projects that incorporate diverse and multi-disciplined MWBE firms begins with a genuine relationship where we:



Invest the time to understand the firm and get to know their people.



Learn the firm's strengths and the direction they desire to go.



Engage and provide meaningful work that contributes to their growth goals.



Encourage co-location of subconsultants' staff to Garver offices during design.



Foster commerce by helping subconsultants achieve specific growth goals in size, skills, and industry connectedness.



Section C: Procurement Process

Policies and Procedures to Remove Barriers and Improve Access for MWBE Partners

Garver's procurement process begins months in advance of our statement of qualifications with outreach to potential partners, including firms that are new to working with Garver and firms with which we have long, established relationships. Garver's procurement process is comprehensive and transparent, engaging interest from firms through various avenues including outreach events, previous firm experience, and client and industry connections.

Our management team meets with and reviews each firm's technical experience, capacity, and location for alignment with the project needs and selects the firm best suited to meet the project objectives. Garver also commits to meeting with firms that are not selected to provide feedback and guidance and to discuss future partnership opportunities with our team.

Incorporating MWBE Program Requirements in Subcontracts

If Garver is selected, we will develop subcontract templates that incorporate the required prime contract flowdown language. As we did on the DEN Taxiway EE project, Garver will engage DSBO to review contract templates for approval of all required flowdown language before the subcontracts are issued to our partners.

Additionally, we will communicate with our MWBE partners throughout the contracting process about when we expect to receive a Notice to Proceed, so they know when their resources are needed and can plan accordingly.

Section D: Communications and Proposer Management

Garver and our MWBE partners commit to working together through a mutual understanding and with shared values, expectations, performance standards, commitment to clients, and dedication to quality. Garver will take responsibility for establishing clear and consistent communication strategies to help align our MWBE partners with the requirements of this contract. Our efforts in communicating with and managing these subconsultant firms will focus on the following key areas.

Training for Internal/External Staff

Garver incorporates all MWBE partners into the overall design team, starting with a detailed work plan for all team members that includes the project description, scope of services, communication plan, team assignments, design criteria, project schedule, QA/QC procedures, and submittal checklists. This includes detailed involvement as part of our Total Quality Management program (described in **Section 1**).

Scheduling

Scheduling is incorporated as part of the Project Charter developed at the beginning of every project. Garver will identify key deliverable dates and quality control milestones and then set regular check-ins with our MWBE partners to make sure those milestones are met.

The nature of on-call contracts means that tasks cannot always be predicted or easily scheduled. However, Project Manager Colin Bible, PE, will meet regularly with DEN staff to discuss potential task orders and will proactively communicate this information to our partners during weekly coordination meetings. This will help to keep every firm on the Garver Team informed of the task orders we anticipate and enable our partners to maintain staff capacity for new assignments under the contract.

→ Approach to Subcontracting

To make sure that anticipated work evolves into signed subcontracts, Garver's project managers:



Communicate project schedules with our subconsultant partners during the pursuit phase.



Share prime contract and subcontract templates with our subconsultants for reference during the proposal stage.



Update our subconsultant partners on the pursuit and selection timeline.



If selected, **notify** our subconsultants of the anticipated NTP and begin the contracting process.



Performance Expectations

Garver's Project Charter outlines all required expectations related to our MWBE subconsultants' performance, including design criteria, deadlines, quality control procedures, and so forth.

Safety Requirements

If our MWBE subconsultants require airfield access in order to perform their scope of work, Garver will work with them to develop a detailed work plan. We will also support them with procurement of the necessary insurance requirements, badging, and DEN Driver Training programs.

Document Control

Garver will provide assistance and training on document control systems required for the project, including Unifier, Bluebeam, and Autodesk Construction Cloud.

Dispute Resolution

Garver understands that dispute resolution can often be an opportunity to mentor MWBE firms who are learning how to work on projects in complex airport environments. If any challenges are observed in subconsultant performance, Garver's project manager will reach out to help, coach, and mentor them for a successful delivery while also engaging support from DSBO. Garver is passionate about encouraging the growth of MWBE firms, and we utilize our Garver Partners program to mentor our partners throughout the project.

In the event of a dispute with an MWBE subconsultant regarding performance or payment issues, Garver will endeavor to resolve the matter in a good faith, one-on-one effort with the MWBE subconsultant. One-on-one resolution will occur first between Garver's project manager and the MWBE's project manager, and next between the project executives.

→ Garver understands that **dedicated and well-planned** communication and subconsultant management strategies can often present **opportunities to mentor MWBE firms** who are learning how to work on projects in complex airport environments.

If one-on-one efforts are not successful, Garver will engage DSBO for guidance and set up a meeting with DSBO, Garver, and the subconsultant in an attempt to resolve the dispute before proceeding with formal mediation or counseling. All disputes and resolutions efforts will also be documented.

Section E: Past Performance

Garver has a history of successfully promoting and meeting equity, diversity, and inclusion goals for our clients through both internal and external efforts.

Ongoing Efforts and Initiatives Toward MWBE Mentorship and Development

Garver's commitment to MWBE participation extends well beyond partnering with MWBE firms on individual projects. Our firm has invested significant resources in developing programs to offer technical assistance and support to our disadvantaged and historically underutilized business partners and the communities we serve. The goal of these programs is to offer education and guidance to these talented firms and youth, moving the next generation of MWBE businesses and leaders into the future.

Garver Partners Program

Garver Partners

Garver established the Garver Partners program to provide mentorship and business training for small and minority-owned firms. While large firms have dedicated resources for business-related tasks like marketing, accounting, and human resources, small business enterprises often lack this internal expertise. Garver Partners helps to bridge this gap by providing training on four key topics: **business operations and management, marketing and sales, human resources, and project management**. Garver Partners is designed to supplement each firm's technical expertise with the business knowledge they need to establish a healthy foundation and scale their business practices for future growth.

Garver Partners is a 12-month mentorship program during which firms engage in workshops, training courses, and networking opportunities facilitated by Garver leaders. Discussions focus on topics that aren't taught in engineering school, such as acquiring business insurance, responding to client proposals, establishing human resources policies, tracking project progress, and more.



Focused training on these topics enables participating firms to gain necessary experience and establish their own business practices. Four firms have successfully completed the Garver Partners program, including **Iconic**, and two more firms are currently enrolled, including **Civil Innovations**.

As a result of Garver Partners, participating firms are equipped with the skills needed to effectively control overhead, meet and address industry challenges, market new business prospects, and grow their business. We are proud to have witnessed demonstrated success among our Garver Partners graduates.

Success Promoting Participation of Historically Underutilized Businesses

Garver routinely meets and exceeds MWBE subcontracting goals by working with long-standing MWBE partners and identifying and mentoring new firms in order to bring value to our clients and grow the industry.

Beyond the numbers, Garver has developed long-standing relationships with qualified MWBE firms that enhance each project. We have successfully partnered with MWBE firms in a mentor-and-protégé relationship on aviation projects throughout the country, including at DEN. As a result, our partners have gained institutional knowledge of the airport and established strong working relationships with our airport clients and other stakeholders.

For example, in our conversations with Civil Innovations, they expressed interest in growing their capabilities to offer design services. Garver not only added them to our proposed team for a design contract at DEN but also included them in the proposal and interview process. We have also initiated their participation in the Garver Partners program and are creating opportunities through our other active projects to help them achieve their goal.

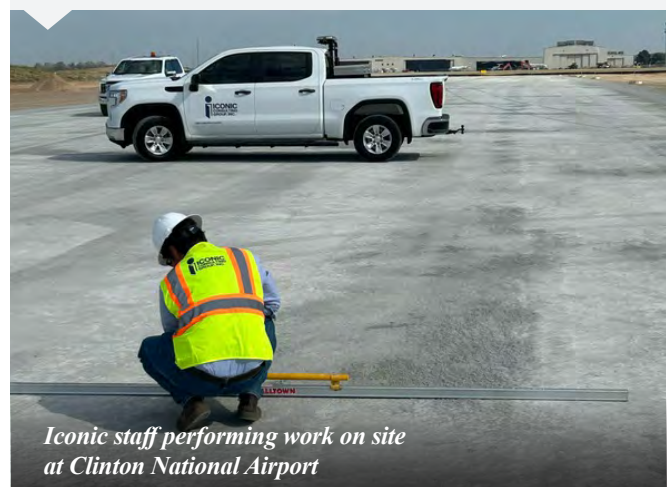
→ Garver has contracted **more than \$35.8 million** to diverse and historically underutilized businesses over the past **three years**.

Garver Develops Long-Term Relationships with MWBE Firms

One of our key MWBE partners for this contract, Iconic Consulting Group, is a graduate of the Garver Partners program. Over the past five years, Iconic has completed work on 54 projects with Garver, including eight projects where Garver was a subconsultant to Iconic.

Founded in 2008, Iconic provides professional civil engineering services, including site design, aviation design, urban and rural roadway design, and drainage design for government and private entities. Over the past five years, Iconic has completed work on **54 projects** with Garver, including several multi-phased projects at Clinton National Airport in Little Rock. Moreover, these are **not one-way partnerships**—Garver has served as a subconsultant as part of an Iconic-led team for **eight of those projects**.

Since completing the Garver Partners program, Iconic has successfully grown their firm to serve new clients as a prime consultant, including the City of Little Rock and the City of Frisco. **In 2019, Iconic became the first minority-owned firms to secure a prime design contract with the Arkansas Department of Transportation.** Garver is proud to continue our long-term partnership with Iconic for this contract.



Iconic staff performing work on site at Clinton National Airport



GARVER'S PAST PERFORMANCE ACHIEVING EDI PARTICIPATION GOALS

Project	Participation Goal	Actual Participation	No. of D/M/WBE Firms Utilized
Denver International Airport Taxiway EE Grading, Drainage, Paving, and Lighting	20%	39%	7
Denver International Airport (United Airlines) Concourse B Regional Gate Reconfiguration	30%	40%*	7
George Bush Intercontinental Airport Rehabilitation of Taxiways RA, RB, SA, and SB	30%	40%	6
Dallas Fort Worth International Airport Civil Design and Design Management	40%	42%	12
Bill and Hillary Clinton National Airport Taxiways A and B Rehabilitation	15%	22%	4

*Construction phase in progress, final participation projected to be 58%.

Company Programs That Advance Equity, Diversity, and Inclusion Priorities in Communities We Serve

GarverGives GarverGives is our company's corporate giving program, allowing our firm and our employees to get involved through grants, volunteering, and employee giving. Since its inception in 2015, GarverGives has **raised over \$2.2 million in contributions** and **impacted over 700 organizations** through grants, employee giving, and volunteerism. For more than 100 years, Garver has been dedicated to building up our communities, and GarverGives enables us to invest our time and resources into the places we call home.

GarverGives has a particular focus on charitable opportunities related to STEM education, particularly among disadvantaged and historically underserved communities. As a firm dedicated to the future of engineering, we believe we can make a meaningful impact by sparking interest and achievement in STEM. We also believe that investing in STEM education, particularly among female, minority, or otherwise disadvantaged populations, is an investment in diversifying the engineering workforce of tomorrow. Below are just a few examples of STEM-related outreach in our community.

- ▶ **DEN Academy.** Garver had the privilege of volunteering with the DEN Academy to help generate excitement in Denver's youth about opportunities in aviation. Through GarverGives, we introduced two different age groups, 7- to 9-year-olds and 10- to 12-year-olds, to the world of aviation through our Taxiway Challenge activity.
- ▶ **Colorado Dream Foundation.** Garver supported CDF's high school summer program that exposed students to different career opportunities to help them identify and prepare for careers as they prepare to graduate high school. Garver hosted two career engagement workshops, one that focused on opportunities within the field of engineering and the second that presented career opportunities within the field of aviation. Garver partnered with DEN to host a panel highlighting various career paths presented in aviation, including planning, engineering, and operations.



GarverGives DEN Academy Taxiway Challenge



GarverGives Colorado Dream Foundation Aviation Panel

Garver Aviation staff attending internal development and training session



Section G: Future Initiatives

Proposed Work for EDI Advancement Over the Next Five Years

As discussed earlier in this plan, Garver has existing investments in programs designed to create opportunities for diverse and historically underutilized businesses. As we continue to establish our business in the Denver area, we look forward to the opportunity of expanding these programs to give back to the businesses and communities we serve here.

Internal

Garver's investment in employee development at the corporate level includes the **Connect Mentorship Program**, which fosters a connected learning environment where employees can meet with a mentor on a regular basis to gain guidance in a wide variety of areas. Our **Learning & Development Team** also hosts regular leadership training courses for employees to provide them with the leadership tools and skills needed to lead their teams purposefully.

External

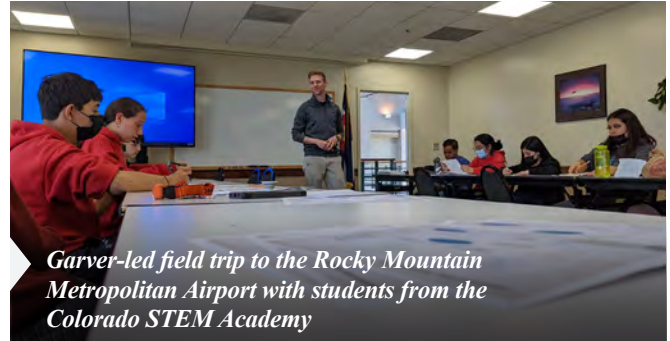
Garver will continue our ongoing practice of broadening our network of MWBE firms and building relationships for future opportunities. This includes engagement at outreach events and at conferences. Projects like this one are excellent opportunities for external engagement—our team includes MWBE firms in a quality management roles to help gain experience with DEN as well as roles on other key disciplines for this contract.

Plans to Promote These Values in Businesses and Communities We Serve

Through GarverGives, Garver's local office has established strong partnerships with the Colorado Dream Foundation and Colorado Stem Academy where we have the opportunity to mentor, tutor, influence the next generation of leaders and promote career opportunities in STEM and aviation fields.

Our team has also had the opportunity to support CEEA and the DEN Academy program through GarverGives and will continue to look for other ways to support DEN as you grow this program in the coming years.

Over the past year, Garver has also partnered with the DEN BDTA to develop a pilot program for Concourse 300, a program geared towards mentoring small business and helping them take steps toward working at DEN and beyond. Garver will continue to support this effort and will tap into our Garver Partners curriculum to help develop the coursework for this exciting program.



Garver-led field trip to the Rocky Mountain Metropolitan Airport with students from the Colorado STEM Academy



I have opened up my Garver Partners three-ring binder at least once a week for the past year as we continuously redefine how we do business at Legacy based on the lessons we've learned through this program.

MIKE GARZA, PE, PTOE, PTP, RSP
President & CEO, Legacy Engineering Group

2022 Garver Partners Graduate Firm





APPENDIX

B

Personnel Resumes



Colin Bible, PE

PROJECT MANAGER



20

Years
Experience

19

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Colin Bible is a Vice President and Aviation Leader with 20 years of experience as a project manager and civil engineer on airfield improvement projects at more than 70 airports. Colin has spent his entire career working at airports on projects ranging from airfield pavement rehabilitation and drainage improvements to apron construction, airport access roads, grading improvements, and utility relocations. Colin has successfully managed Garver's on-call contracts at El Paso International Airport, Albuquerque International Sunport, and Grand Junction Regional Airport. His experience at DEN includes the recent Concourse B Regional Gate Reconfiguration and tenant improvements for United Airlines as well as design oversight and construction management for DEN Taxiway EE. Colin understands and implements Garver's processes for project and quality management, emphasizing transparent, consistent communication with the airport, its stakeholders, and the Garver Team.

EXPERIENCE

On-Call Planning and Engineering Services

Albuquerque International Sunport and Double Eagle II Airport

Principal in Charge responsible for overseeing on-call planning and design services for Albuquerque International Sunport (ABQ) and Double Eagle II Airport. Garver's current work at ABQ under this contract includes terminal area planning, belly freight hangar site development planning, and a vehicle service road reconstruction study.

Runway Replacement Program Management

Grand Junction Regional Airport

Program Manager for the Runway Replacement Program, which is the largest FAA-funded project in the Denver ADO at \$200M in improvements over a 10-year period. This project includes a complete runway replacement including over 4 million CY of earthwork, seven new detention ponds and associated storm infrastructure, and new navigational aids coordination and installation. As Program Manager, Colin serves as the airport's representative with regulators, contractors, and stakeholders and makes sure all parties involved work toward the shared goal of successful program completion.

Terminal Parking Lot Expansion

Grand Junction Regional Airport

Team Leader and Civil Engineer responsible for coordination with client, subconsultant partners, and project management team, as well as quality control review of final design plans. The expansion added 303 new parking spaces, with an additional 143-space employee parking lot created from the millings of a runway rehabilitation project.

Taxiway EE Design and Construction

Denver International Airport

Senior Project Manager responsible for overseeing the expedited design process and providing construction phase services including construction administration, materials testing, inspection, and close out services for over 5,000 linear feet of new taxiway. This project also included relocation of FAA equipment, franchise electrical lines, complex phasing, and over 800,000 CY of unclassified excavation.





Frank McIlwain, PE

PRINCIPAL IN CHARGE



27

Years
Experience

27

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Frank McIlwain is the Director of Aviation and Senior Vice President at Garver. His 27-year career in aviation has been marked by outstanding achievements, notable awards, and a steadfast commitment to growth and client service. Overseeing a team of over 200 full-time aviation personnel in 32 regional offices across the country, Frank’s leadership has been instrumental in fostering a culture of innovation, forging strategic partnerships, and ensuring the successful execution of airport projects that have left an enduring impact on the communities they serve. As a licensed, instrument-rated pilot, Frank has incorporated his pilot’s perspective into his projects, having been involved in more than \$2 billion of airfield, landside, and terminal projects at over 60 airports.

EXPERIENCE

On-Call Design and Design Management

Dallas Fort Worth International Airport

Principal in Charge responsible for Garver’s on-call design and design management contracts at Dallas Fort Worth International Airport. Responsibilities included providing executive-level oversight, maintaining client relationships, allocating resources, and working with Garver staff to manage risks, implement Total Quality Management, and execute tasks on schedule and within budget. Garver completed more than 50 projects under this contract, ranging from lift station replacements to runway rehabilitation.

Architectural and Engineering Rotation List Contract

Austin-Bergstrom International Airport

Principal in Charge responsible for providing oversight, executive leadership, client management, and risk management for Garver’s rotation list contract at Austin-Bergstrom International Airport. Under this contract Garver has provided design, bidding, and construction services for airside and landside projects, including a new surface parking lot, cloverleaf turnaround, elevator refurbishments, and improvements to two airfield operations area checkpoints.

On-Call Engineering and Architectural Services

Louis Armstrong New Orleans International Airport

Principal in Charge responsible for oversight and executive leadership of Garver’s staff. Garver’s work under this contract encompasses both airside and landside tasks, including runway rehabilitation, taxiway reconstruction, apron expansion, arrivals roadway improvements, design and construction of the North-South connector roadway, and design of a new employee parking lot. Frank’s responsibilities include allocating resources and providing executive-level leadership to make sure Garver’s processes are implemented to facilitate quality, on-time, and within-budget delivery of tasks.

Taxiway B Rehabilitation

Dallas Love Field

Principal in Charge for the rehabilitation of Taxiway B from the Runway 31R end to the Runway 13L end. Four phases reconstructed Taxiway B around the newly constructed terminal; constructed a new parallel taxiway, designated as Taxiway M, between the Runway 13L end to Taxiway D; relocated the existing SWS and ASOS; and improved the drainage outfall into nearby Bachman Lake.





Glenn Boles

QUALITY MANAGEMENT



35

Years
Experience

1

Year with
Current Firm

EDUCATION

Bachelor of
Science,
Architectural
Engineering

Glenn Boles is Garver’s Aviation Quality Manager with over 35 years of experience contributing to the safety, development, and improvement of airports. Prior to joining Garver, Glenn worked for the Federal Aviation Administration (FAA), and he has demonstrated knowledge of FAA Airspace, Design Standards, and Airport programs. Glenn’s sole responsibility at Garver is the administration of Garver’s Total Quality Management (TQM) program. He works with Garver’s project managers to instill TQM in every aspect of project delivery by reviewing project management plans, evaluating QC reviewer assignments, assisting in QC reviews, and performing QC audits. His experience and FAA-related expertise greatly contribute to enhancing Garver’s TQM team by publishing new updates, guides, and procedures that continue to advance the program forward.

EXPERIENCE

Terminal F Design Build

Dallas Fort Worth International Airport

Quality Manager responsible for overseeing the project management plan, quality control plan, and quality assurance plan for packages 5 and 12 of the terminal program, which included 15 new passenger boarding gates and seven ground loading gates. This program includes a new automatic people mover station, a baggage and goods utility tunnel, and over 1.1M SF of concrete paving.

Runway 2-20 Rehabilitation

Louis Armstrong New Orleans International Airport

Quality Manager responsible for overseeing quality assurance reviews for 90% design and 100% design for the runway rehabilitation, which included full-length keel section concrete replacement; partial-width panel reconstruction; replacement of centerline lights including base cans, conduit, and cable; isolated slab replacement; joint repair for the full runway and connector taxiways; and new pavement markings within the RSA.

TDG 6 Improvements

Nashville International Airport

Quality Manager responsible for overseeing quality assurance reviews for 90% design and 100% design for the proposed taxiway improvements to achieve TDG 6 standardization, which included expanded full strength pavement, relocated and/or widened shoulders, relocation of taxiway edge lights and guidance signs, safety area grading, extension of drainage features, and embankment construction.

Runway 8-26 Rehabilitation

Palm Beach International Airport

Quality Manager responsible for overseeing quality assurance reviews for 60%, 90%, and 100% design for the proposed rehabilitation to Runway 8-26, which includes mill and overlay of existing asphalt pavement, shoulder width corrections, grade adjustments, lighting and signage replacement, and complex phasing to accommodate airport operations while the runway intersection is rehabilitated. The runway is PBI’s primary runway and is 10,001 feet long by 150 feet wide.





Michelle Martin, PE

QUALITY MANAGEMENT


31

 Years
Experience

4

 Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Michelle Martin has over 31 years of experience in civil infrastructure with extensive experience in the aviation and transportation industries. During her tenure as the Director of Infrastructure and Acting Senior Director of Airport Infrastructure Management with DEN, she coordinated and managed the airport's airfield and landside operations to make sure the airport operated safely and efficiently and in compliance with FAA regulations. She is experienced in all phases of project management, including design development, budgeting, estimating, and construction.

EXPERIENCE

System-Wide Assessments and Pavement Restoration Program

United Airlines | Denver International Airport

Project Manager responsible for developing a comprehensive management program for pavement surfaces at DEN, to include the airfield and terminal area. The program assists in determining maintenance, rehabilitation, and reconstruction needs, priorities, and projects. The project included calculating a Pavement Condition Index (PCI) for all areas, updates to United Airlines' existing airport pavement management system (APMS) database consistent with FAA requirements, a detailed field survey through visual and non-destructive testing (NDT) techniques to determine the PCI values and remaining structural life and structural capacity for airfield pavements (PCN), and development of a near-term, 5-year, and 10-year maintenance and rehabilitation plan for airfield pavements.

Flight Training Center Expansion Building H Construction

United Airlines | City and County of Denver

Project Manager serving as the owner's program management team, responsible for establishing a project management plan in accordance with strict design standards for the flight simulators and the City & County of Denver requirements to construct a new, 150,000 SF building housing 12 full-motion flight simulators, 12 fixed training devices, classrooms, briefing room, conference rooms, and office spaces. Responsible for design review and construction of Building H as well as coordination of each phase of design/build process, scope of work, construction management, financial accountability, contractor and vendor oversight, and quality assurance.

Pedestrian Gate Relocation

United Airlines | City and County of Denver

Project Manager responsible for assessing and improving pedestrian access to the FTC to preserve safety, improve efficiency and security, and reduce impacts to daily training operations. Duties included monitoring project progress, reviewing designs, reports, and analyses, assessing reasonableness of infrastructure costs, and coordinating safety and security design for the relocation of the pedestrian gate.

United Aviate Academy Campus

United Airlines | Phoenix Goodyear Airport

Project Manager for program management throughout design and construction progress, which includes master campus planning, facilities condition assessment, oversight of contractor activities, permitting, and conducting financial oversight.



Keith Britton, PE

QUALITY MANAGEMENT



27

Years
Experience

17

Years with
Current Firm

EDUCATION

Master of Science,
Civil Engineering

MBA

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Keith Britton brings 27 years of civil infrastructure experience to his role as an executive at Iconic where he oversees day-to-day operations. As the Principal Engineer for all Iconic projects, he manages various phases of multi-million-dollar civil infrastructure developments. His project management approach emphasizes innovation from inception to design improvements and efficient product delivery to clients. Keith's engineering expertise spans maintenance engineering, civil site design, hydrologic analysis, water and wastewater design, residential street design, right-of-way (ROW) acquisition, travel demand modeling, design/project forecasting, drainage improvements, conceptual designs, steel structural design, and the preparation of construction plans and specifications.

EXPERIENCE

Taxiway A Rehabilitation

Dallas Love Field

Principal in Charge for the rehabilitation and reconstruction of Taxiway A on the north side of Dallas Love Field, including vehicle service road paving, drainage, underdrain systems, and grading. Iconic provided engineering services and developed construction plans for storm drains and erosion control, focusing on the necessary protection for existing and proposed drainage structures during construction.

Northeast End Around Taxiway (NE-EAT)

Dallas Fort Worth International Airport

Principal in Charge overseeing runway and taxiway drainage design, coordination with runway engineering, a master drainage report, and construction support. Key tasks included drainage analysis, site visits, reviewing as-built plans, and modeling drainage systems. The team also identified storm sewer repairs, created a construction phasing plan, and developed a drainage model to meet FAA and DFW standards, while resolving utility conflicts, updating drainage data, coordinating with the design team, and providing progress reports.

Crossfield Taxiway Relocation

Dallas Love Field

Principal in Charge for the Crossfield Taxiways project, which involved constructing taxiways in the airfield between Taxiway M to the north and Taxiway C to the south, adjacent to the existing Taxiway E, Taxiway D, and their connectors. The project also consisted of the construction of proposed Remains Overnight (RON) and deicing areas, including taxiways, vehicle service road paving, drainage, underdrain systems, and grading.

Runway 17C-35C Reconstruction

Dallas Fort Worth International Airport

Principal in Charge for the drainage design and reconstruction of Runway 17C-35C, overseeing coordination with runway engineering and the preparation of a master drainage report. Iconic was responsible for conducting drainage analysis, performing storm sewer inspections, and developing a construction phasing plan to maintain drainage systems during construction while confirming compliance with FAA and DFW standards.



Jessica Hoffman, PE

TASK LEAD

GARVER

15
Years
Experience

<1
Year with
Current Firm

EDUCATION
Bachelor of
Science,
Civil Engineering

REGISTRATION
Professional
Engineer

Jessica Hoffman is a Project Manager with 15 years of experience in civil infrastructure, including nine years of work dedicated to airside and landside airport improvement projects. Jessica’s experience includes runway design and rehabilitation, taxiway design and rehabilitation, concourse expansion apron and taxilane projects, remain overnight parking areas, deice facilities, landside projects, and gate apron/ramp rehabilitation projects. Jessica also spent six years of her career designing major transportation improvement projects including corridor studies and preliminary and final designs of city streets and major state and US routes. Jessica brings extensive DEN experience, leading designs under the Concourse Expansion Program and Gate Apron Rehabilitation and Drainage Improvements (GARDI) Program since 2019.

EXPERIENCE

Gate Apron Rehabilitation and Drainage Improvements (GARDI) Program*

Denver International Airport
Project Manager responsible for design and construction services for multiple projects under DEN’s GARDI program. The program includes new utilities and utility rehabilitation for storm, sanitary and domestic water, jet fuel, mechanical, electrical, plumbing, gas, and airline information systems as well as full-depth pavement section removal and replacement and trench drain removal and replacement on the apron.

DS West Deice Pad*

Denver International Airport
Design Manager responsible for overseeing design development and final design deliverables. The project aimed to convert an aircraft remain overnight parking area into the DS West Deice Pad. The design included new concrete paving for a bypass taxilane, surface water collection on the new concrete, and the addition of an operations trailer with utilities.

Concourse Expansion Program*

Denver International Airport
Project Manager responsible for design and construction services to expand Concourses B and C with approximately 655,000 square feet of new concourse with 28 new aircraft gates and approximately 112,000 square yards of aircraft-rated pavement. The airfield portion of the project included utility coordination and construction, new fuel systems, relocation of Taxilane K, and new apron pavement.

North Cell Phone Lot*

Dallas Fort Worth International Airport
Project Manager responsible for design and construction services for the new north cell phone lot. The project included construction of entry/exit points from International Parkway into an approximately 60 space parking lot with flight information display screens, site lighting, a CCTV system, and wayfinding signage.

**Individual experience.*



Dan Knott, PE

TASK LEAD

GARVER

46	2
Years Experience	Years with Current Firm

EDUCATION
Bachelor of Science, Civil Engineering

REGISTRATION
Professional Engineer

Dan Knott is a Senior Project Manager on Garver’s Aviation Team with 46 years of experience in project management and civil engineering. Dan specializes in civil development projects for air carrier airports. He has served as both project manager and lead civil engineer in the development of improvement plans, design documents, construction documents, and technical specifications. Dan has a detailed understanding of FAA requirements and understands how to effectively design and manage development projects to meet FAA, state, and local requirements.

EXPERIENCE

Concourse B Regional Gate Reconfiguration
Denver International Airport

Senior Project Engineer providing oversight and guidance for design of modifications to the Concourse B South Finger. Key elements involve trench drain relocation, gate restriping, new fixed walkways and passenger loading bridges, hydrant fuel pit and valve adjustments, and full pavement replacement and regrading.

Taxiway A Reconstruction
Dallas Love Field

Senior Project Engineer providing oversight and guidance for design to reconstruct and lower Taxiway Alpha between Taxiways A1 and A5. The project includes concrete pavement taxiway, asphalt shoulders, new drainage inlets and associated concrete pipe, and new taxiway lighting. The project also includes reconstruction of the vehicle service road parallel to the project.

Central Terminal Area Expansion, Terminals A and C
Dallas Fort Worth International Airport

Senior Project Engineer providing oversight and guidance for design of the overall expansion of Terminals A and C, which includes two double-loaded piers that will increase gate capacity by nine net incremental gates. Key elements of the design effort include airside and landside pavements, utilities, and coordination of design elements with architectural team.

North-South Connector Road
Louis Armstrong New Orleans International Airport

Senior Project Engineer providing oversight and guidance for design of a new, North-to-South connector road. Completed under an on-call contract, Garver’s scope for this task includes site civil and airfield design for a connector bus route between the North Terminal and southbound airport access road to reduce shuttle bus duration and enhance the experience of passengers traveling to the CONRAC and south parking areas.

FM 546 Corridor Improvements
McKinney National Airport

Senior Project Engineer providing oversight and guidance for design of a new terminal loop roadway connection to FM 546 Road. This includes the design of a new roundabout located at the southwest entry to the new terminal complex.



Justin Cooper, PE

TASK LEAD



15

Years
Experience

3

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Justin Cooper's 15 years of experience have positioned him to lead civil design and construction projects of all sizes. As a Project Manager for Garver, Justin brings his knowledge of on-site delivery to the design process where he develops and reviews plans for adherence to specification, fulfillment of client needs, and constructability. Justin has worked at DEN as a contractor and an engineering project manager and is familiar with the people and processes to successfully execute large projects with DEN stakeholders. Since 2016, Justin has been involved with projects worth more than \$200 million in construction value at DEN. Justin promotes a collaborative work environment rooted in quality and emphasizes proactive communication, which is integrated into each project from the very beginning.

EXPERIENCE

Taxiway EE Construction

Denver International Airport

Project Manager responsible for overseeing construction of 5,000 linear feet of new taxiway, relocation of FAA equipment and franchise electrical lines. The project involved complex phasing inside TOFAs, and approximately 800,000 cubic yards of unclassified excavation and 60,000 square yards of pavement and underlying base sections.

Concourse B Regional Gate Reconfiguration

Denver International Airport

Project Manager for design and construction administration of modifications to the Concourse B South Finger. Scope includes civil, geotechnical, structural, and electrical engineering, along with environmental coordination, survey, and utility relocations. Key elements involve trench drain relocation, gate restriping, new fixed walkways and passenger loading bridges, hydrant fuel pit, and full pavement replacement and regrading.

United Airlines Concourse B eGSE Posi-Charger Installation

Denver International Airport

Project Manager leading design of improvements to existing electrical services at Concourse B that will feed new electrical charging stations for United Airlines' electric GSE fleet. The project includes the addition of 334 new charging positions at 50 of United's Concourse B gates.

Central Terminal Area Expansion, Terminals A and C

Dallas Fort Worth International Airport

Project Manager for design and construction administration of a \$750 million terminal expansion project. The overall expansion of Terminals A and C includes two double-loaded piers that will increase gate capacity by nine net incremental gates. Scope included environmental coordination, airspace analysis, safety and phasing, apron grading, markings, water, sewer, and electric utilities, and storm drainage.

2018 Annual Landside Pavement Rehabilitation*

Denver International Airport

Project Manager for construction of the annual pavement rehabilitation of Peña Boulevard and surrounding roadway infrastructure, including concrete removal and replacement, bridge joint repair, expansion joint replacement, and asphalt mill and overlay.

**Individual experience.*



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Brandon Hiers, PE, ENV SP

AIRCRAFT MOVEMENT/PARKING



15

Years
Experience

3

Years with
Current Firm

EDUCATION

Master of Science,
Construction
Engineering

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Envision
Sustainability
Professional

Brandon Hiers is a Civil Engineer on Garver’s Aviation Team with 15 years of experience. His aviation experience includes planning, evaluation, design, permitting, inspection, and construction administration of airfield infrastructure rehabilitation and improvement projects. His experience extends beyond the horizontal airfield infrastructure and includes airport utility works, aircraft hangars, and terminal interface and aircraft gate optimization.

EXPERIENCE

Taxiway Reconfiguration

El Paso International Airport
Civil Engineer

Taxiways B/K Intersection Reconstruction

Nashville International Airport
Civil Engineer

Taxiway E and S Reconstruction

New Orleans International Airport
Civil Engineer

Taxiway Alpha Reconstruction

Dallas Love Field
Civil Engineer



Nathan Polsgrove, A.A.E., IAP, ACE

AIRFIELD PLANNING



20

Years
Experience

8

Years with
Current Firm

EDUCATION

Master of Business
Administration

Bachelor of
Science Aviation
Administration

REGISTRATION

Accredited Airport
Executive

International Airport
Professional

Airport Certified
Employee

Nathan Polsgrove is Garver’s Director of Aviation Planning and has more than 20 years of experience in airport planning and development. He has extensive experience in the development and implementation of Airport Master Plans, Airport Layout Plans, business/strategic plans, airport policies, and capital improvement planning. Prior to joining Garver, Nathan spent 12 years in the airport management industry in a variety of management positions at both general aviation and commercial service airports.

EXPERIENCE

Safety Management System

Ontario International Airport
Project Manager

Airport Master Plan

Corpus Christi International Airport
Lead Airport Planner

Airport Master Plan

Cleveland Hopkins International Airport
Lead Airport Planner

Crossfield Taxiway Replacement

Dallas Love Field
Airport Planner





Jason Frank, PE, MBA

AIRFIELD PAVEMENT/GEOMETRY



31

Years
Experience

8

Years with
Current Firm

EDUCATION

Master of Business
Administration

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Jason Frank is a Senior Project Manager and a Garver Aviation Team Leader. Over the course of his 31-year career, he has served as project manager on a variety of airfield projects with up to \$250 million in construction, including apron, runway, and taxiway projects at Kansas City International Airport, George Bush Intercontinental Airport, Chicago O’Hare International Airport, Indianapolis International Airport, Lambert St. Louis International Airport, and many other airports nationwide.

EXPERIENCE

Taxiway EE Design and Construction
Denver International Airport
Senior Project Manager

Taxiways RA, RB, SA, and SB
George Bush Intercontinental Airport
Senior Project Manager

Taxiway Bravo Rehabilitation
Dallas Love Field
QA/QC Reviewer

Airfield Pavement Remediation
Dallas Fort Worth International Airport
Senior Project Manager



Matt Nutter, PE

AIRFIELD PAVEMENT/GEOMETRY



26

Years
Experience

<1

Year with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Matt has 26 years of experience in the design and construction of airport expansion and rehabilitation projects. 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

**Concourse B Regional Gate
Reconfiguration***
Denver International Airport
Civil Engineer

Runway 16L-34R Rehabilitation*
Denver International Airport
Civil Engineer

United Airlines Remote Apron Parking*
Denver International Airport
Civil Engineer

GARDI Concourse B Southeast*
Denver International Airport
Civil Engineer

**Individual experience.*





Vince Ponce, PMP, ACE

AIRFIELD OPERATIONS/CSPP/SMS



14

Years
Experience

5

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Professional Flight
Technology

REGISTRATION

Project
Management
Professional

Airport Certified
Employee

Vince is a Project Manager on Garver’s Aviation Team with 14 years of experience in the aviation industry. His experience includes program/project management, financial and document controls, airport and airline operations, regulatory compliance, and data analysis. Prior to joining Garver, Vince served as Southwest Airlines’ Owner Representative for two projects at Phoenix Sky Harbor International Airport that totaled nearly \$100 million in hangar and ground support improvements.

EXPERIENCE

Crossfield Taxiway Replacement

Dallas Love Field
Project Management Support Specialist

Central Terminal Area Expansion

Dallas Fort Worth International Airport
Project Manager

Ramp Expansion

Austin-Bergstrom International Airport
Project Manager / Owner’s Representative

Taxiway Alpha Reconstruction

Dallas Love Field
Project Manager



Dave Fleet

AIRFIELD OPERATIONS/CSPP/SMS



36

Years
Experience

10

Years with
Current Firm

EDUCATION

Bachelor of
Science Aviation
Administration

REGISTRATION

FAA Safety Risk
Management
Facilitator

Certified Private
Pilot

Dave has more than 36 years of aviation industry experience, 18 of those in airport senior management and 18 as an aviation planning and airport safety consultant. Dave is a certified FAA Safety Risk Management (SRM) Facilitator and has personally completed over 70 Safety Risks Assessments (SRAs). His DEN experience includes an SRA for the Runway 17R-35L CSPP and facilitating Safety Risk Management Panels for construction of Taxiway EE and rehabilitation of Runway 17L-35R and Runway 16R-34L.

EXPERIENCE

Taxiway EE Safety Risk

Management Panel
Denver International Airport
Safety Risk Assessment Facilitator

Runway 17L-35R Rehabilitation Safety

Risk Management Panel
Denver International Airport
Safety Risk Assessment Facilitator

Runway 17R-35L Rehabilitation Safety
Risk Assessment

Denver International Airport
Safety Risk Assessment Facilitator

Runway 16R-34L Rehabilitation Safety
Risk Management Panel

Denver International Airport
Safety Risk Assessment Facilitator





Bart Gilbreath, PE, LEED AP

AIRFIELD ELECTRICAL/NAVAIDS



20

Years
Experience

20

Years with
Current Firm

EDUCATION

Master and
Bachelor of
Science,
Electrical
Engineering

REGISTRATION

Professional
Engineer

LEED Accredited
Professional

Bart Gilbreath is a Senior Project Manager and electrical leader on Garver's Aviation Team with over 20 years of commercial and general aviation project design and management experience. He is actively involved with reviewing and improving FAA standards with respect to airfield and landside construction projects. Bart collaborates with Garver's aviation electrical team to provide ongoing feedback for improving FAA ACs, including updating the FAA's lighting method for new pavement fillet designs,

EXPERIENCE

New Terminal Airfield Design

Kansas City International Airport

Electrical Project Manager

Taxiway H-2 Improvements

Wichita Dwight D. Eisenhower National Airport

Electrical Project Manager

Runway 13-31 Rehabilitation

Wichita Dwight D. Eisenhower National Airport

Electrical Engineer

United Airlines Concourse B eGSE

Denver International Airport

Senior Project Manager



Zack Jernigan, PE

AIRFIELD ELECTRICAL/NAVAIDS



18

Years
Experience

9

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Electrical
Engineering

REGISTRATION

Professional
Engineer

International
Association
of Electrical
Inspectors, Member

Zack is a highly skilled electrical engineer with extensive expertise in design and construction administration. His proficiency spans power, lighting, and communications systems design, ensuring seamless integration of electrical solutions. In addition to performing design work and complex calculations for power distribution, lighting, and utility coordination, Zack serves as a key liaison, fostering strong collaboration with the design team.

EXPERIENCE

Runway 16R-34L Rehabilitation

Denver International Airport

Electrical Engineer

Security Guardhouse Replacements

Denver International Airport

Electrical Engineer

West Gates DIW Pond Expansion

Denver International Airport

Electrical Engineer





Sara Andrews, PE

AIRFIELD PAVEMENT MARKINGS


13

Years
Experience

13

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Sara Andrews is a Project Manager on Garver's Aviation Team with 13 years of experience. Sara's experience includes multi-site hangar developments, franchise utility coordination, water and sanitary sewer design for hangar facilities, and FAA airspace and obstruction analysis implementation. Her responsibilities include performing pavement designs, geometric designs, grading and drainage designs, pavement markings, construction details, construction safety and phasing plans, and quality control reviews.

EXPERIENCE

Taxiway EE Design and Construction

Denver International Airport

Civil Engineer

Crossfield Taxiway Replacement

Dallas Love Field

Civil Engineer

Runway 2R-20L Reconstruction

Nashville International Airport

Civil Engineer

Taxiway Bravo Rehabilitation

Dallas Love Field

Civil Engineer



DeJuan Carter, PE

AIRFIELD PAVEMENT MARKINGS


33

Years
Experience

<1

Year with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

DeJuan Carter is a Civil Engineer with over 33 years of experience managing large-scale construction and engineering programs. Much of his career was spent with the U.S. Army Corps of Engineers, where he held senior roles including Chief of Engineering and Construction for the Little Rock District and Assistant Chief of Construction for the Afghanistan District-North, overseeing 200 staff and \$4 billion in contracts. His expertise includes engineering management, program execution, and workforce development, and he is recognized for delivering complex infrastructure projects and mentoring future engineering leaders.

EXPERIENCE

South Parking Addition

Clinton National Airport

Civil Engineer

Runway Rehabilitation and Repair

Little Rock Air Force Base

Civil Engineer

Central Utility Plant Improvements

Clinton National Airport

Civil Engineer

Fuel System Upgrade

Little Rock Air Force Base

Civil Engineer



Randy Gros, Jr., PE, PTOE

ROADWAY PAVEMENT/GEOMETRY



18

Years
Experience

7

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Professional
Traffic Operations
Engineer

Randy Gros, Jr. is a roadway Project Manager with 18 years of experience. He has experience leading project teams and delivering quality products. Randy's responsibilities include project management, plan production, creating horizontal and vertical geometry for roadways, creating 3D models of large-scale roadway projects, developing construction sequencing and maintenance of traffic plans, designing pavement markings, and designing storm water pollution prevention plans.

EXPERIENCE

Landside Stormwater Rehabilitation

Dallas Fort Worth International Airport
Transportation Engineer

International Parkway Right Exits

Dallas Fort Worth International Airport
Transportation Engineer

East-West Connector Roadway

Dallas Fort Worth International Airport
Transportation Engineer

New ARFF Stations

Dallas Fort Worth International Airport
Transportation Engineer



Jeffrey Briscoe, PE

ROADWAY PAVEMENT/GEOMETRY



28

Years
Experience

11

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Jeffrey Briscoe has 28 years of experience in site development, roadway design, bridge layouts, flood protection design, and construction oversight. His expertise covers preliminary and final design for transit, roadways, right-of-way plans, flood protection levees, and site development. Jeffrey's proficiency includes civil site plan layouts, horizontal and vertical alignments, construction traffic control layouts, and bridge and retaining wall layouts.

EXPERIENCE

International Parkway and Frontage Road Repairs

Dallas Fort Worth International Airport
Transportation Engineer

Landside Roadway Improvements

Dallas Fort Worth International Airport
Transportation Engineer

Terminal B Roadway and Parking Lot Improvements, Phase 3

Dallas Fort Worth International Airport
Transportation Engineer

Terminal B Roadway Improvements, Phases 1 and 2

Dallas Fort Worth International Airport
Transportation Engineer



Mandy Anderson, PE, PTOE

MAINTENANCE OF TRAFFIC



23

Years
Experience

6

Years with
Current Firm

EDUCATION

Master of Business
Administration

Bachelor of Science
in Civil Engineering

REGISTRATION

Professional
Engineer

Professional
Traffic Operations
Engineer

Mandy Anderson is a project manager with 23 years of experience focused on improving traffic operations for municipalities and campuses. Her expertise includes using simulation software programs to plan, design, and operate transportation systems. She has led a variety of traffic engineering studies, including major corridor studies, traffic impact studies, traffic signal warrant studies, and traffic signal retiming studies. She is knowledgeable in utilizing traffic system management, operation strategies, and Automated Traffic Signal Performance Measures for optimal traffic flow.

EXPERIENCE

East-West Connector Roadway
Dallas Fort Worth International Airport
Traffic Engineer

New ARFF Stations
Dallas Fort Worth International Airport
Traffic Engineer

International Parkway Modernization
Dallas Fort Worth International Airport
Traffic Engineer

Eastside Development
McKinney National Airport
Traffic Engineer



Ken Pavlick

MAINTENANCE OF TRAFFIC



36

Years
Experience

4

Years with
Current Firm

EDUCATION

Associate
of Science,
Engineering
Technician of
Structural Design

Ken Pavlick has more than 36 years of experience in both vertical and horizontal construction. His horizontal experience includes highway/bridge construction, walls, widening and safety improvements, interchanges, long-span structures, heavy/light rail track, monorail, major structures (i.e., parking structures, box culverts, numerous types of retaining walls) project field inspection and testing. His experience includes several projects at DEN on Concourse B and in the Great Hall working on hold rooms, ticketing areas, training rooms, offices, and wayfinding/signage.

EXPERIENCE

Gate of the Future
Denver International Airport
Project Engineer

Great Hall
Denver International Airport
Project Engineer

Pike's Peak Parking Rehabilitation*
Denver International Airport
Traffic Engineer

72nd Avenue Roadway Repairs*
Denver International Airport
Traffic Engineer

*Individual experience.





James Schmitt, PE

LANDSIDE ELECTRICAL



13

Years
Experience

13

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Electrical
Engineering

REGISTRATION

Professional
Engineer

James Schmitt is an Electrical Engineer leading Garver Aviation's Illumination Team with 13 years of experience. James's expertise in roadway illumination includes continuous lighting, isolated lighting, intersections, ramps, roundabouts, site security lighting, high mast lighting, underpass lighting, pedestrian lighting, and aesthetic lighting. James is an expert in all aspects of roadway electrical design including photometric and glare analysis, voltage drop calculations, and utility coordination.

EXPERIENCE

Parking Lot Relocation

San Antonio International Airport
Electrical Engineer

Checkpoint Charlie Improvements

Austin Bergstrom International Airport
Electrical Engineer

East West Connector Roadway

Dallas Fort Worth International Airport
Electrical Engineer

Curbside Reallocation

Dallas Fort Worth International Airport
Electrical Engineer



Hayden Schmidt

LANDSIDE ELECTRICAL



PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING

11

Years
Experience

3

Years with
Current Firm

EDUCATION

Denver Joint
Electrical
Apprentice Training
Committee, Inside
Wireman Certificate

REGISTRATION

Colorado
Journeyman Inside
Wireman

Hayden started his career in the field as an electrician, spending eight years working on commercial and electrical projects after which he transitioned into electrical design. His years of experience in electrical installation are beneficial when designing his projects, as he can anticipate issues in the construction phase and provide solutions before the plans go to bid. Hayden is licensed as a Journeyman Inside Wireman, and maintains a working knowledge of National Electric Code.

EXPERIENCE

Materials Management Renovation

Denver International Airport
Electrical Designer

Airport Legal Services AABD Airport Office Building Reconfiguration Project

Denver International Airport
Electrical Designer

Jeppsen Terminal Tenant Relocations

Denver International Airport
Electrical Designer





Mike Spayd, PE, PTOE, RSP1

TRAFFIC SIGNALS/TRAFFIC ANALYSIS	21	17
GARVER	Years Experience	Years with Current Firm

EDUCATION
Master of Science,
Civil Engineering

Bachelor of
Science,
Mechanical
Engineering

REGISTRATION
Professional
Engineer

Professional Traffic
Operations Engineer

Road Safety
Professional

Mike Spayd is a Project Manager with over 21 years of progressive experience performing and managing traffic and transportation studies. Mike has led a variety of engineering studies, including major corridor studies, traffic impact studies, interchange access justification/modification reports, access management studies, road safety audits, parking availability studies, road diet studies, pedestrian safety studies, and traffic signal retiming studies.

EXPERIENCE	
East-West Connector Roadway <i>Dallas Fort Worth International Airport</i> Traffic Engineer	Eastside Area FM 546 Connection <i>McKinney National Airport</i> Traffic Engineer
On-Call Traffic Engineering, Austin District <i>Texas Department of Transportation</i> Traffic Engineer	New Airport Traffic Access Study <i>Conway Municipal Airport</i> Traffic Engineer



Blake Staton, PE, SE

BRIDGES	19	17
GARVER	Years Experience	Years with Current Firm

EDUCATION
Master of Science,
Structural
Engineering

Bachelor of
Science,
Civil Engineering

REGISTRATION
Professional
Engineer

Structural Engineer

Blake is a Garver Bridge Team Manager with more than 19 years of experience. His responsibilities include project management and scheduling, overseeing plan production, evaluating conceptual bridge layouts and interchange configurations, and assessing improvement costs. Blake’s diverse project experience includes phased bridge replacements, bridges on new alignments, bridge widening/rehab, bridge class culverts, retaining walls, noise walls, and preliminary structural design studies.

EXPERIENCE	
Airfield Analysis <i>Birmingham-Shuttlesworth International Airport</i> Structural Engineer	Satellite Concourse <i>Nashville International Airport</i> Structural Engineer
Aircraft Rescue and Firefighting Facility <i>Dallas Fort Worth International Airport</i> Bridge Task Leader	East-West Connector Roadway <i>Dallas Fort Worth International Airport</i> Structural Engineer



Brent Thomas, PLA, AICP, CPSI

LANDSCAPE ARCHITECTURE



27

Years
Experience

8

Years with
Current Firm

EDUCATION

Bachelor of
Landscape
Architecture

REGISTRATION

Registered
Landscape Architect

American Institute
of Certified
Planners

Certified
Playground Safety
Inspector

Brent is a Landscape Architect and Project Manager with 27 years of experience. Brent is passionate about projects that enhance communities through sound planning and quality design. Always looking for ways to better the communities in which he works, Brent enjoys bridging the technical realm of engineering with the physical realm that affects how users interact with a project. With past projects in Colorado, Kansas, Oklahoma, and Texas, his experience includes site planning, land planning, and streetscapes.

EXPERIENCE

Terminal D Expansion Joints

Dallas Fort Worth International Airport
Landscape Architect

Eastside Development

McKinney National Airport
Landscape Architect

Terminal Improvements

Northwest Arkansas National Airport
Landscape Architect

North Main Street Improvements

Fort Worth Meacham International Airport
Landscape Architect



Rikki Dee Weaver, PE

GRADING



10

Years
Experience

2

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Rikki Dee Weaver is a Senior Project Manager on Garver's Aviation Team with 10 years of experience in civil engineering and construction and project management. She is experienced in multi-disciplined complex infill development projects, development and permitting processes, and project budget and schedule management. Rikki Dee serves a key role on Garver's Aviation Site Development Team. She is skilled in AutoCAD/Civil 3D, Microsoft Project, FlowMaster/CulvertMaster, and StormCAD.

EXPERIENCE

Eastside Development

McKinney National Airport
Civil Engineer

Terminal Parking Lot Expansion

Grand Junction Regional Airport
Civil Engineer

Hangar Developments

McKinney National Airport
Civil Engineer

Sky Harbour Hangar Development

Addison Airport
Civil Engineer



Alex Tweedle, PE

GRADING



12

Years
Experience

<1

Year with
Current Firm

EDUCATION

Bachelor of
Science, Civil
Engineering

REGISTRATION

Professional
Engineer

Alex has over 12 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. Alex has experience in preparing plans, 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.

EXPERIENCE

Taxiway DS East*

Denver International Airport
Civil Engineer

GARDI Package 1*

Denver International Airport
Civil Engineer

Runway 16L-34R Rehabilitation*

Denver International Airport
Civil Engineer

Runway 17R-35L Rehabilitation*

Dallas Fort Worth International Airport
Civil Engineer

*Individual experience.



Don Jacobs, PE

DRAINAGE/WATER QUALITY



31

Years
Experience

16

Years with
Current Firm

EDUCATION

Bachelor of
Science, Civil
Engineering

REGISTRATION

Professional
Engineer

Don is a Senior Project Manager with diversified experience in water resources engineering, including hydraulic and hydrologic modeling, drainageway design, storm drain analysis and design, 2D urban flood modeling, bridge hydraulics, and master planning. Don has led Olsson’s work on the Denver International Airport Water Quality Master Plan as well as for numerous projects for the City and County of Denver under the Stormwater On-Call contract, including the Citywide Stormwater Master Plan and Upper Park Hill OSP.

EXPERIENCE

Water Quality Master Plan

Denver International Airport
Civil Engineer

High Line Canal Stormwater Design

City and County of Denver
Civil Engineer

East Yale Avenue Stormwater Design

City and County of Denver
Civil Engineer

Storm Drainage Master Plan

City and County of Denver
Civil Engineer



Landen Yasuda, PE

DRAINAGE/WATER QUALITY



16

Years
Experience

<1

Year with
Current Firm

EDUCATION

Bachelor of
Science, Civil
Engineering

REGISTRATION

Professional
Engineer

Landen has over 16 years of design and field experience. He has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Landen has experience in preparing plans, FAA contract documents and specifications, engineer’s estimates, pavement designs, and drainage designs, as well as reviewing construction submittals and RFIs.

EXPERIENCE

**Taxiway EE Grading, Drainage,
Paving, and Lighting***
Denver International Airport
Civil Engineer

Runway 16L-34R Rehabilitation*
Denver International Airport
Civil Engineer

GARDI Concourse B Northwest*
Denver International Airport
Civil Engineer

**Runway 17R-35L Drainage
Improvements***
Dallas Fort Worth International Airport
Civil Engineer

**Individual experience.*



Paul Banschbach, PE

WATER/SEWER



15

Years
Experience

8

Years with
Current Firm

EDUCATION

Master of Business
Administration

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Paul Banschbach is a Project Manager with 15 years of experience dedicated to utility infrastructure design including designing, managing, or providing quality control for over 750,000 linear feet of pipeline design ranging from 8 to 108 inches in diameter. Paul is also certified in NASCCO sewer condition assessment techniques and is an expert in large diameter water and wastewater pipeline design and the impacts that accompany construction.

EXPERIENCE

Central Terminal Area Expansion
Dallas Fort Worth International Airport
Civil Engineer

Lead Replacement Services
Fort Worth Water
Project Manager

Access and Utility Corridor
Fort Worth Meacham International Airport
Civil Engineer

Water and Wastewater Line Relocation
City of Sulphur Springs, TX
Project Manager





Mike Maik, PE

WATER/SEWER



13

Years
Experience

5

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Mike brings robust experience in design, planning, and coordination experience on land development, transportation, and utility projects. His design expertise includes wet utility design (water, sanitary, and stormwater systems), ADA accessible site design, site grading, erosion and sediment control, roadway geometry, and water quality systems. He has extensive project experience with land development projects, including several projects at Denver International Airport.

EXPERIENCE

**Concourse B Regional Gate
Reconfiguration**
Denver International Airport
Project Manager

Security Guard House Replacement
Denver International Airport
Project Manager

Southwest Maintenance Hangar
Denver International Airport
Project Manager

**Concourse Expansion Program -
A West**
Denver International Airport
Project Manager



Ben Murphy, PE

UTILITY MASTER PLANNING



15

Years
Experience

12

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil &
Environmental
Specialties

REGISTRATION

Professional
Engineer

Ben Murphy brings 15 years of civil engineering experience with a strong emphasis on sustainable design, low-impact development, and master planning for urban environments. Ben’s deep experience with the City and County of Denver across more than a dozen urban projects gives him fluency in entitlement pathways, permitting strategies, and stakeholder coordination. His aviation-related experience includes civil master planning for United Airlines’ Denver Campus, where he is addressing complex infrastructure systems on a tight development schedule.

EXPERIENCE

United Airlines Land Development
City and County of Denver
Civil Engineer

3-Bay Depot Maintenance Hangar
Tinker Air Fore Base
Civil Engineer

The River Mile
Revesco Properties
Civil Engineer

1919 Mile High Stadium Apartments
Greystar
Civil Engineer



Jason Venier, PE

DEICING FACILITIES/GLYCOL TREATMENT	30	1
	Years Experience	Year with Current Firm

EDUCATION
Master of
Science, Civil and
Environmental
Engineering

Bachelor of
Science,
Environmental
Engineering

REGISTRATION
Professional
Engineer

Jason Venier is a Senior Project Manager at Garver with over 30 years of experience. His engineering experience includes designing petroleum remediation and soil vapor extraction, and he exhibits a passion for being out in the field. He has worked on significant public and private projects, including one of the largest hazardous waste remediation projects in the country. Through his work, Jason combines his technical experience with his passion for collaboration to help his clients solve their problems.

EXPERIENCE	
Water Purification Plant Expansion* <i>City of Houston</i> Civil Engineer	SE Wastewater Treatment Plant Expansion* <i>City of Houston</i> Civil Engineer
Surface Water Treatment Plant* <i>City of Pearland</i> Civil Engineer	69 St. Wastewater Treatment Plant* <i>City of Houston</i> Civil Engineer

**Individual experience*



Roy Daniels, PE

FENCING	12	10
	Years Experience	Years with Current Firm

EDUCATION
Bachelor of
Science, Civil and
Environmental
Engineering

REGISTRATION
Professional
Engineer

Roy Daniels is a Project Manager on Garver’s Aviation Team in Denver, Colorado. His experience includes designing and overseeing construction operations for airport pavement and roadway improvements. His projects have included aprons, driveways, fuel farms, pedestrian facilities, runways, taxiways, roadways, fencing, and wildlife mitigation. These airfield and roadway improvements include extensions, widening, overlays, full-depth reclamation, reconstruction, and rehabilitation.

EXPERIENCE	
Taxiway EE Design and Construction <i>Denver International Airport</i> Project Manager	East-West Connector Road <i>Dallas Fort Worth International Airport</i> Civil Engineer
Taxiway M Relocation <i>El Paso International Airport</i> Civil Engineer	North Main Street Improvements <i>Fort Worth Meacham International Airport</i> Project Manager



Jennifer Taylor, PE

EROSION CONTROL



17

Years
Experience

6

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Jennifer Taylor has 17 years of dedicated experience in developing plans, specifications, and estimates for site development and transportation projects across North Texas and Arkansas. Her extensive expertise in drainage, civil site, and roadway design, combined with her strong project management skills, enables high-quality standards for every project. Jennifer’s practical approach and proficiency in overcoming project challenges align perfectly with industry demands. Her in-depth knowledge and experience make her a highly valuable team member.

EXPERIENCE

Crossfield Taxiway Replacement

Dallas Love Field
Civil Engineer

Taxiway A Rehabilitation, Storm Drains, and Erosion Control

Dallas Love Field
Civil Engineer

Runway 17C-35C Reconstruction

Dallas Fort Worth International Airport
Civil Engineer

I-30 Crossing, Drainage and Erosion Control

City of Little Rock
Civil Engineer



Nate Spilker, PE

FUELING



20

Years
Experience

10

Years with
Current Firm

EDUCATION

Bachelor
of Science,
Mechanical
Engineering

REGISTRATION

Professional
Engineer

Nate Spilker has served as Lead Mechanical Engineer and Project Manager on a variety of fuel system planning, design, and construction programs at large commercial airports. He currently serves as Argus’s West Region Business Unit Leader and Project Manager.

EXPERIENCE

Taxiway Hydrant System Adjustments

Denver International Airport
Project Manager and Mechanical Engineer

Concourse B Regional Gate Reconfiguration

Denver International Airport
Project Manager and Mechanical Engineer

Taxiway D Hydrant System Adjustments

Los Angeles International Airport
Project Manager and Mechanical Engineer

Cargo Hydrant System Design

Los Angeles International Airport
Project Manager and Mechanical Engineer



Rob Bogan

LOW VOLTAGE



35

Years
Experience

7

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Business
Administration

Associate of
Science,
Electrical
Engineering

Rob is experienced in the planning, design, and implementation of all technology/communications systems. He has also created corporate and educational design standards for Special Electronic Systems and provided peer reviews for corporate, educational, and aviation technology systems. Rob has worked at DEN consistently over the past seven years, during which time he has become adept in producing designs per DEN’s Design Standards Manual for Communications and Life Safety.

EXPERIENCE

B and C East Concourse Expansion
Denver International Airport
Electrical Engineer

American Airlines Relocation
Denver International Airport
Electrical Engineer

On-Call Terminal Enabling Projects
Denver International Airport
Electrical Engineer

**Concourse B Regional Gate
Reconfiguration**
Denver International Airport
Electrical Engineer



Robert LaForce, PE

GEOTECHNICAL



51

Years
Experience

21

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Chemistry

REGISTRATION

Professional
Engineer

Robert LaForce has 21 years with Yeh and Associates and 33 years of Colorado Department of Transportation (CDOT) experience of which the last 21 years were related to materials engineering and testing. He spent the last six years as Region 1 Materials Engineer overseeing project testing, as well as supervising the preliminary engineering and pavement design of numerous projects on the Region Pavement System.

EXPERIENCE

Pikes Peak Parking Lot
Denver International Airport
Senior Materials Manager

**Concourse B Regional Gate
Reconfiguration**
Denver International Airport
Electrical Engineer

**Level 5 North Roadway Expansion
Joint Project**
Denver International Airport
Senior Materials Manager

Runway 2R-20L Reconstruction
Denver International Airport
Senior Materials Manager



Jon Spirk, PLS

SURVEY



25

Years
Experience

4

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Surveying and
Mapping

REGISTRATION

Professional Land
Surveyor

Jon Sprik has been a Professional Land Surveyor since 2003, and his expertise includes Public Land Survey System (PLSS) boundary surveys, route surveys, topographic surveys, and ROW plan creation. He is proficient with with office and field calculations, as well as records research in various Colorado counties. Jon is knowledgeable about the City and County of Denver’s Site Development Plan Processes, subdivisions, range points, encroachments, and dedications.

EXPERIENCE

ADA Parking Improvements

Denver International Airport
Survey Project Manager

ZUTE ARFF Generator Replacement

Denver International Airport
Survey Project Manager

Xcel Transformer Relocation

Denver International Airport
Survey Project Manager

Southwest Airlines Buildings

Denver International Airport
Survey Project Manager



Kim Martin, PE

SUE



29

Years
Experience

7

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering
Technology

REGISTRATION

Professional
Engineer

Kim has more than 28 years of experience including work as a surveyor for the Geodetic Survey Squadron/Defense Mapping Agency for the U.S. Air Force. She has more than 17 years of civil engineering and design experience, including multiple projects at Denver International Airport. Her expertise includes roadway alignment and profile design; roadway corridor design; roadway intersection design; street improvements including curb, gutter, ramps, and sidewalks; overall site, detailed grading, and earthworks; detention pond design; storm and sanitary sewer layout; waterline design; and GESC/SWMP plan preparation.

EXPERIENCE

Taxiway CN West Extension

Denver International Airport
SUE Project Manager

Pikes Peak Parking Restoration, Phase II

Denver International Airport
SUE Project Manager

Level 5A Roadway Rehabilitation

Denver International Airport
SUE Project Manager

75th & Gun Club Site Readiness

Denver International Airport
SUE Project Manager



Drew Moffitt, GISP

GIS



20

Years
Experience

5

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Geography

REGISTRATION

Certified GIS
Professional

FAA Remote Pilot
License

Drew Moffitt serves as Garver’s Geospatial Solutions Leader with over 20 years of specialized experience in the GIS industry. He has extensive expertise in complex GIS analysis, GIS deployments, data model development, and field data collection. Drew has led development of GIS solutions for several commercial services airports, including Kansas City International Airport, El Paso International Airport, Clinton National Airport, and New Orleans International Airport.

EXPERIENCE

Stormwater Master Plan

Kansas City International Airport
GIS Specialist

East-West Connector Roadway

Dallas Fort Worth International Airport
GIS Specialist

Connector Preferred Alternative / NEPA

Northwest Arkansas National Airport
GIS Specialist

Pavement Management Plan

Confidential Client
GIS Specialist



Ronda Thorpe

DIGITAL FACILITIES INFRASTRUCTURE/BIM



13

Years
Experience

8

Years with
Current Firm

EDUCATION

Drafting and Design
Technology

REGISTRATION

AutoCAD Civil
3D Certified
Professional

Ronda Thorpe is the Design Resource Manager on Garver’s team with 13 years of aviation design experience. Her responsibilities include leading CAD-related training efforts and standards initiatives, serving as a point of contact for CAD questions with subconsultants, and acting as a support resource for aviation projects. She also has experience with designing, modeling, and drafting plans for airport improvement projects including runways, taxiways, and aprons.

EXPERIENCE

Concourse B Regional Gate Reconfiguration

Denver International Airport
CAD Technician

Terminal F

Dallas Fort Worth International Airport
CAD Technician

Taxiway M Relocation

El Paso International Airport
CAD Technician

Taxiway C Reconstruction Program

Bill and Hillary National Airport
CAD Technician





John Carrigan, PE, SE, LEED AP

STRUCTURES



25

Years
Experience

3

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Structural Engineer

LEED Accredited
Professional

John Carrigan is a Senior Structural Engineer for the Garver Team with 25 years of experience in the aviation industry. He has spent his entire professional career developing aviation infrastructure through innovative designs and solutions across the country and globe. His experience includes project management, engineering design, planning, permitting, construction administration, and inspection services for a wide range of airport facility projects.

EXPERIENCE

Taxiway A Rehabilitation

Dallas Love Field
Structural Engineer

New ARFF Stations

Dallas Fort Worth International Airport
Structural Engineer

Taxiways B, F, and Overflow Apron

Birmingham-Shuttlesworth International Airport
Structural Engineer

B-Gates Extensions*

Denver International Airport
Structural Engineer

**Individual experience*



Kyle Bennett, PE

PAVEMENT EVALUATION



21

Years
Experience

5

Years with
Current Firm

EDUCATION

Master and
Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Kyle Bennett is a Project Manager on the Aviation team with 21 years of combined experience providing aviation and geotechnical engineering, pavement design, construction materials testing, and project inspection services. His experience includes a diverse portfolio of projects comprised of airfields, highways, industrial complexes, and developments. Areas of expertise include pavement design, pavement rehabilitation, materials selection, and evaluation/mitigation of geotechnical considerations.

EXPERIENCE

Taxiway EE Design and Construction

Denver International Airport
Civil Engineer

Airfield Pavement Rehabilitation

Dallas Fort Worth International Airport
Civil Engineer

Pavement Management Plan

El Paso International Airport
Civil Engineer

Runway 4-22 Rehabilitation

Grand Junction Regional Airport
Civil Engineer





Michael Gerardi

PAVEMENT EVALUATION



34

Years
Experience

28

Years with
Current Firm

EDUCATION

Bachelor of Arts,
Organizational
Communication

Michael Gerardi is the Director, Consulting Services and Co-Owner of APR Consultants, Inc. He is considered a subject matter expert in the field of assessing surface characteristics of airfield pavements and has authored or co-authored more than 90 technical papers and reports dealing with vehicle response and pavement roughness and has completed numerous airfield surveys. He also participates in the Transportation Research Board, ASCE Airfield Pavements Committee and ASTM E-17. He is also considered a pavement smoothness / roughness subject matter expert by the FAA and the American Concrete Pavement Association (ACPA).

EXPERIENCE

**Runway 16L-34R Roughness
Investigation and Analysis**
Denver International Airport
Pavement Subject Matter Expert

**Measurement, Assessment, and Analysis
of All Six Runway Complexes**
Denver International Airport
Pavement Subject Matter Expert



Alex Sydney

PAVEMENT EVALUATION



16

Years
Experience

16

Years with
Current Firm

EDUCATION

Master of Business
Administration

Alex has focused her career on developing products and services that meet the customer’s needs and requirements. She has traveled extensively, working in several US states, France, the Caribbean, Mexico, and China. In her work at Halliday Technologies, Alex has worked with DEN and other aviation clients to establish friction programs evaluating their pavement performance. She helps customers understand their pavement characteristics and how that impacts the friction values measured using the RT3 friction testing equipment.

EXPERIENCE

Pavement Assessment
Denver International Airport
Pavement Friction Testing Specialist

Pavement Assessment
Wayne County International Airport
Pavement Friction Testing Specialist

Pavement Assessment
Nashville International Airport
Pavement Friction Testing Specialist



Jeff Wilson, PE

PAVEMENT EVALUATION



37

Years
Experience

3

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Civil Engineering

REGISTRATION

Professional
Engineer

Jeff Wilson is a Civil Engineer and Project Manager with over 37 years of experience in the design, management, and construction of transportation and multidisciplinary civil engineering projects. Jeff’s aviation program management experience includes a broad range of projects from airfield and landside infrastructure, asset management, pavement condition assessment and life-cycle cost analyses. His transportation design experience includes interstate highways, state highways, and interchanges; urban roadways, and rural and mountain highways including projects requiring Context Sensitive Solutions

EXPERIENCE

Systemwide Pavement Assessment and Restoration Program

United Airlines
Civil Engineer

System Assessment Underground Infrastructure and Piping

Newark Liberty International Airport
Civil Engineer

Terminal C Baggage Room Drainage

George Bush Intercontinental Airport
Civil Engineer

Hardstands Pavement Rehabilitation

Newark Liberty International Airport
Civil Engineer



Kevin Sullivan, AIA, LEED AP BD+C

ARCHITECTURE



40

Years
Experience

23

Years with
Current Firm

EDUCATION

Master of
Architecture

Bachelor of
Architecture

REGISTRATION

Registered Architect

LEED Accredited
Professional
(BD+C)

Kevin has over 40 years of architectural experience and has been a registered architect since 1988. He received his LEED AP BD+C accreditation in 2006, confirming his commitment to sustainable design. Kevin led design for the three-time award-winning DEN Fire Station #35, DEN CCC West Expansion, Fox Hill Retail Center, and Thronton Crossing. Kevin has designed differing project types, including office, entertainment, restaurants, lounges, educational, aviation, religious, retail, high-tech laboratory, and medical.

EXPERIENCE

United Airlines Hangar Programming

Denver International Airport
Architect

Parking Administration Office Relocation

Denver International Airport
Architect

United Airlines Tenant Improvements

Denver International Airport
Architect

Infrastructure Management Offices

Denver International Airport
Architect



John Watkins, PE, SE

ARCHITECTURE



39

Years
Experience

38

Years with
Current Firm

EDUCATION

Bachelor of
Science in Civil
Engineering,
Structural
Engineering

REGISTRATION

Professional
Engineer

Structural
Engineer

John Watkins is a Vice President, Director of Buildings Services, and Structural Engineering Resource Leader with 38 years of experience. John’s responsibilities include design quality control and coordinating architectural, civil, structural, electrical, and mechanical design for government, industrial, and commercial buildings and water-bearing structures. His project experience includes structural analysis and design for treatment plants, parking structures, warehouses, manufacturing facilities, aircraft hangars, office buildings, educational facilities, and pedestrian bridges.

EXPERIENCE

**Central Terminal Area Expansion,
Terminals A and C**
Dallas Fort Worth International Airport
Structural Engineer

Eastside Electrical Vault Relocation
Nashville International Airport
Structural Engineer

19th Street Cargo Redevelopment
Dallas Fort Worth International Airport
Structural Engineer

**Grand Hyatt Hotel Roof and
Panel Replacement**
Dallas Fort Worth International Airport
Structural Engineer



Jillian Mauer

ENVIRONMENTAL/NEPA/AIR QUALITY/NOISE



17

Years
Experience

13

Years with
Current Firm

EDUCATION

Bachelor of Arts,
Environmental
Studies; Emphasis
in Natural Science

Jillian Mauer has more than 17 years of experience specializing in environmental permitting and National Environmental Policy Act (NEPA) documentation for roadway, transit, and aviation projects. She has extensive experience managing Categorical Exclusion (CatEx) projects and numerous Environmental Assessments for large scale projects. Jillian has both managed and completed technical evaluations for NEPA-related resources, including hazardous materials, Section 4(f) and (f), historic, biological, and wetlands/waters.

EXPERIENCE

Peña Boulevard Design Build
Denver International Airport
Environmental Lead

**National Western Redevelopment
Project Construction Management**
Mayor’s Office of the National Western Center
Environmental Compliance Manager

Federal Boulevard Reconstruction
City of Denver
Environmental Lead

**CATEX Documentation for Multiple
Transportation Projects**
Colorado Department of Transportation
Environmental Lead





Jennifer Hale, ENV SP

SUSTAINABILITY



25

Years
Experience

4

Years with
Current Firm

EDUCATION

Bachelor of
Science,
Ecology and
Evolutionary
Biology

REGISTRATION

Envision
Sustainability
Professional

Jennifer Hale is an Environmental Sustainability Professional with over 20 years of experience related to sustainability program development; operational resilience planning; community engagement; environmental, health, and safety compliance (EH&S); and development of ISO 14001 and ISO 45001 certified programs for private companies and nonprofit organizations. Jennifer has worked on over a dozen projects for the City and County of Denver, including six for Denver International Airport.

EXPERIENCE

Runway 17L-35R Rehabilitation

Denver International Airport
Sustainability and Resilience Specialist

Economy Parking Lot Rehabilitation

Denver International Airport
Sustainability and Resilience Specialist

Taxiways F, G, and H Rehabilitation

Denver International Airport
Sustainability and Resilience Specialist

Deicing Waste Pond Expansion

Denver International Airport
Sustainability and Resilience Specialist



Neil Gabrielson, A.A.E., ACE, ENV SP

SUSTAINABILITY



15

Years
Experience

6

Years with
Current Firm

EDUCATION

Master of Public
Administration,
Aviation
Management

REGISTRATION

Accredited Airport
Executive

Airport Certified
Employee

Envision
Sustainability
Professional

Neil Gabrielson is a Senior Aviation Planner with 15 years of experience in airport management, operations, and planning. Neil’s experience includes sustainability master plans, airport master plans, business plans, applied research, and safety management for commercial service airports. Before joining Garver, he worked in airport operations roles at San Antonio International Airport and Midland International Air and Space Port. Neil specializes in sustainability planning and implementation. He is a certified Envision Sustainability Professional and serves on the American Association of Airport Executives (AAAE) Environmental Services and Sustainability Committee.

EXPERIENCE

Sustainability Master Plan

El Paso International Airport
Project Manager

Sustainability Master Plan

Birmingham-Shuttlesworth International Airport
Project Manager

Zero Emissions Vehicle Grant Application

Nashville International Airport
Project Manager

Belly Freight Hangar Site Plan

Albuquerque International Sunport
Senior Aviation Planner





APPENDIX

C

Required Forms

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

City and County of Denver
Denver International Airport

Proposer: Garver, LLC Date: 9/18/2025

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

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

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

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

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

Addenda Numbers: Addendum 1 (08/25/2025), Addendum 2 (9/11/2025), Addendum 3 (9/12/25)

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

Signature: Colin Bible

Type or print name: Colin Bible, PE

Proposer's Business Address: 188 Inverness Drive W. Suite 500 Englewood, CO 80112

E-mail address: CMBible@GarverUSA.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Garver, LLCProposer Address: 188 Inverness Drive W. Suite 500 Englewood, CO 80112Phone: 720-744-4757 Fax N/AEmail: CMBible@GarverUSA.comFederal Identification Number: 01-0733400Principal in Charge (Name & Title): Frank McIlwain, PE | Senior Vice President/Director of AviationProject Manager for this RFP (Name & Title): Colin Bible, PE | Vice President/Aviation Region LeaderEqual Employment Opportunity Officer: Julie Tromble, PHR, SHRM-CP

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

General Liability: Phoenix Insurance Company (A++XV)Professional Liability: Starr Surplus Lines Insurance Company (A XV)**Parent Company Information
(If Applicable)**Name of Company: N/AAddress: N/APhone: N/A Fax: N/AContact Person: N/A

- ☐ Sole Proprietorship
- ☒ Partnership
- ☐ Corporation

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: N/A

- ☐ YES
- ☒ NO

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

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

Certificate of Fact of Good Standing, Office of the Secretary of State of the State of Colorado

September 15, 2025 (Entity ID No. 20171218008)

Exhibit F
RESOLUTION ADOPTED
BY THE MANAGEMENT COMMITTEE OF
GARVER, LLC.

The Management Committee of Garver, LLC, hereby certify that, as duly elected and qualified officers of said firm, the following resolution was adopted at a specially called meeting held on the 15th day of August 2025, and that said Resolution is now in full force and effect:

NOW, THEREFORE, IT IS RESOLVED, that:

Brock E. Hoskins, Chair, President, Chief Executive Officer
Michael J. Graves, Executive Vice President, Chief Operating Officer
Jerry D. Holder, Jr., Senior Vice President, Treasurer
Frank O. McIlwain, Senior Vice President
Brent S. Schniers, Senior Vice President
Jeffrey L. Sober, Senior Vice President
Wm. Earl Mott, Jr., Senior Vice President
Kurtis L. John, Senior Vice President, Secretary, General Counsel
Matthew J. Gross, Vice President, Chief Information Officer
Kyle M. Lawson, Vice President, Chief Financial Officer
John C. Shaw, Vice President, Chief Human Resource Officer
Laura E. Nick, Vice President, Chief Communications Officer

Gregory A. Archer, Director of Architecture

Colin M. Bible, Vice President

John F. Cantabery, Vice President
Josh B. Crawford, Vice President
John C. Cutright, Vice President
Jason C. Langhammer, Vice President
Mary E. Mach, Vice President
R. Blake Martin, Vice President
Mitchell R. McAnally, Vice President
Shannon D. McGarrah, Vice President
Randall G. McIntyre, Vice President
Todd E. Mueller, Vice President
Daniel N. Olson, Vice President
Ronald S. Petrie, Vice President
J. Andy Pruitt, Vice President
Blake W. Roberson, Vice President
John H. Ruddell, Vice President
Brian S. Shannon, Vice President
Aimee R. Schroller, Vice President
Patrick R. Sisemore, Vice President
S. Shane Smith, Vice President
Wallace C. Smith, Vice President
Keith D. Tencleve, Innovation & Business Support Director
Nicci D. Tiner
Wendy G. Travis, Vice President
John T. Watkins, III, Vice President
Adam T. White, Vice President
Dakota G. Zimmerman, Vice President

Nick J. Altobelli, Senior Project Manager
Amanda J. Anderson, Senior Project Manager
T. Wayne Black, Senior Project Manager
Bradley S. Bradshaw, Senior Project Manager
James B. Cabiness, Senior Project Manager
R. Wesley Cardwell, Business Team Leader
John W. Carrigan, Business Line Leader
Brian S. Chong, Water Design Center Manager
Robert J. Cook, Government Relations Director
Ernesto A. Flores, Water Design Center Manager
Christopher D. Gatling, Water Design Center Manager
Lance P. Klement, Senior Project Manager
Scott C. Leach, Senior Project Manager
Craig G. Leone, Project Manager
Jerry T. Martin, Business Line Leader
Zachary T. Moore, Project Manager
Ryan G. Patton, Senior Project Manager
Nathaniel R. Polsgrove, Planning Director
Justin A. Rackley, Senior Project Manager
Adam P. Roberson, Senior Project Manager
Jenny E. Sallee, Senior Project Manager
Matthew J. Serynek, Business Line Leader
Michael L. Spayd, Senior Project Manager
Gregory T. Swoboda, Senior Project Manager
R. Lawren Wilcox, Senior Project Manager
Michael J. Winterscheidt, Senior Project Manager
Kirsten J. McCullough, Senior Project Manager

are authorized and empowered to execute proposals and contracts on behalf of Garver, LLC.

In witness hereto, we have subscribed by name as officers of Garver, LLC, and have caused the seal of the Limited Liability Company to be affixed this 15th day of August 2025.



A handwritten signature in blue ink, appearing to read "Brock Hoskins".

Brock Hoskins, Chair and President

A handwritten signature in blue ink, appearing to read "Kurtis L. John".

Kurtis L. John, Sr. Vice President, Secretary
and General Counsel



Proposed Changes to the Sample Agreement

List of proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2.

Garver has reviewed the Sample Agreement provided under Attachment 4 of the RFP and takes no exceptions to the terms and conditions therein.

Exhibit F

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Garver, LLC

is an entity formed or registered under the law of Arkansas, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20171218008.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/10/2025 that have been posted, and by documents delivered to this office
electronically through 09/15/2025 @ 19:34:06.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/15/2025 @ 19:34:06 in accordance with applicable law.
This certificate is assigned Confirmation Number 17688565.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

References**(Provide three professional references below)**

1. Company Name: Dallas Fort Worth International Airport
Contact: Vasile Marincasiu, Senior Project Manager
Project Title: On-Call Design and Design Management
Email: VMarincasiu@dfwairport.com
Phone Number: 972-973-1894

2. Company Name: Nashville International Airport
Contact: Traci Holton, PE, Vice President, BNA New Horizons
Project Title: On-Call Engineering Services
Email: traci.holton@flynashville.com
Phone Number: 615-275-4139

3. Company Name: Greater Orlando Aviation Authority
Contact: Robert Furr, Vice President, Engineering & Architecture
Project Title: On-Call Architecture & Engineering Services
Email: Robert.Furr@goaa.org
Phone Number: 407-825-4058

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 Colin Bible Title Project Manager / Vice President

Print Name Colin Bible, PE

Date 9/18/2025

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

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

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

The undersign affirms that Garver, LLC (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 Colin Bible Title Project Manager / Vice President

Print Name Colin Bible, PE

Date 9/18/2025

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

See attached page for additional information.

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.

Garver, LLC, similar to most companies, periodically engages in formal dispute resolution through the ordinary course of its business. The results of such dispute resolution, including litigation, are often subject to confidentiality provisions. Garver has not had any administrative proceedings involving a civil claim in the past five (5) years that would have a material impact on the company's financial standing and/or performance on this project. If specific information involving any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at 479-287-4678.

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.

Garver, LLC has not filed for protection with 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.

Garver, LLC, its key principals, or key employees presently or in the past, are not and have not been involved in any debarment or suspension proceedings which prohibit or limit them from bidding or entering into a contract with any federal, state or local government entity.

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.

Garver, LLC, its principals or key employees have not been convicted of any crime related to 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, nor have been convicted of any other felony in any jurisdiction within the last five (5) years. If additional information is needed, please contact Garver's General Counsel, Kurtis John, at (479) 287-4678.

E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number.

Englewood, CO: 08-132-0609

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.

Garver is not a publicly held company.



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

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

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 21% % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

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

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

Bidder/Proposer or Prime (Name of Firm): Garver, LLC

Firm's Representative: Colin Bible, PE

Title: Project Manager / Vice President

Signature (Firm's Representative): Colin Bible Date: 9/18/2025

Address: 188 Inverness Drive W. Suite 500

City: Englewood

State: CO

Zip: 80112

Phone: 720-744-4757

Email: CMBible@GarverUSA.com



DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement

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

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

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

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

Bidder/Proposer or Prime (Name of Firm): Garver, LLC

Firm's Representative: Colin Bible, PE

Title: Project Manager / Vice President

Signature (Firm's Representative): *Colin Bible*

Date: 9/18/2025

Address: 188 Inverness Drive W. Suite 500

City: Englewood

State: CO

Zip: 80112

Phone: 720-744-4757

Email: CMBible@GarverUSA.com



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

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

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

Proposer/Prime Name: Garver, LLC

Project/Contract Name and Number: RFP No. 202580614 - DEN On-Call Infrastructure Design

DSBO Version 1: 3/4/2025

Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999



GARVER, LLC - 202582713-00

Utilization Strategies

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

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

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

Response:

Garver's strategy is to engage MWBE firms across each major scope of work anticipated under this contract. This allows us to leverage specialized capabilities while creating meaningful opportunities for our partners to contribute value to both Garver and DEN. Our selected MWBE firms include both new and experienced partners at DEN, each chosen for their expertise and potential for long-term growth.

Aeris Engineering, a newly established firm led by seasoned airfield engineers, will support design efforts in pavement geometry, drainage, and civil grading. Garver's prior collaboration with Aeris leadership ensures a strong foundation for expanding their portfolio at DEN.

Civil Innovations is currently participating in the Garver Partners Program, receiving mentorship in operations, marketing, and technical development. They will contribute to quality management, pavement assessment, and maintenance of traffic. To support their growth, Garver will mentor Civil Innovations in engineering design and quality control, with staff co-locating in Garver's office to foster collaboration and identify hands-on learning opportunities.

HCL Engineering and Surveying will lead surveying and subsurface utility engineering (SUE) efforts, while also supporting water

and sewer utility design. This contract strengthens our ongoing mentorship and highlights HCL's institutional knowledge at DEN.

Iconic Consulting Group has worked with Garver on 54 projects across nine airports. This will be their first professional engagement at DEN, where they will support quality management and design of airfield pavement markings, roadway geometry, and erosion control. Iconic staff will co-locate in Garver's Denver office, allowing for in-person collaboration and networking with other local MWBE firms.

PK Electrical will provide electrical engineering for airside, landside, and low-voltage systems. Garver's nationally recognized electrical team will mentor PK's Denver-based staff on airfield electrical systems and NAVAIDs, helping them build experience and pursue future work at DEN.

Yeh and Associates will provide geotechnical engineering services. With experience on 14 airport contracts in five years, Yeh brings valuable expertise to support task orders under this contract.

Together, these partnerships reflect Garver's commitment to inclusive growth, technical excellence, and meaningful MWBE participation across all scopes of work.

**Standard Procedure
for Bid Packages**

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

Response:

Policies and Procedures to Remove Barriers and Improve Access for MWBE Partners

Garver's procurement process begins months in advance of our statement of qualifications with outreach to potential partners, including firms that are new to working with Garver and firms with which we have long, established relationships. Garver's procurement process is comprehensive and transparent, engaging interest from firms through various avenues including outreach events, previous firm experience, and client and industry connections.

Our management team meets with and reviews each firm's technical experience, capacity, and location for alignment with the project needs and selects the firm best suited to meet the project objectives. Garver also commits to meeting with firms that are not selected to provide feedback and guidance and to discuss future partnership opportunities with our team.

Incorporating MWBE Program Requirements in Subcontracts

If Garver is selected, we will develop subcontract templates that incorporate the required prime contract flowdown language. As we did on the DEN Taxiway EE project, Garver will engage DSBO to review contract templates for approval of all required flowdown language before the subcontracts are issued to our partners.

Additionally, we will communicate with our MWBE partners throughout the contracting process about when we expect to receive a Notice to Proceed, so they know when their resources are needed and can plan accordingly.

Task Order Scheduling

The nature of on-call contracts means that tasks cannot always be predicted or easily scheduled. However, Project Manager Colin Bible, PE, will meet regularly with DEN staff to discuss potential task orders and will proactively communicate this information to our partners during weekly coordination meetings. This will help to keep every firm on the Garver Team informed of the task orders we anticipate and enable our partners to maintain staff capacity for new assignments under the contract.



Exhibit F

Technical Assistance

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

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

Response:

Garver is committed to creating an environment that sets our MWBE partners up for success. We have already begun this process by aligning the proposed scopes of work for the project with our MWBE partners' existing services and mentorship opportunities to provide meaningful work for each firm. Upon selection, we will continue this effort by offering specific mentorship assistance and guidance to contribute to their success and growth for work at DEN and other comparable clients in the future.

Technical Services

For this contract, we have aligned with technical experts who we believe add value to the team for the specific components anticipated for this project. In turn, Garver commits to providing value to our MWBE partners by including them fully in the overall project management process to help them see the bigger picture, contextualize their portion, and make new connections within DEN's organization. We commit to accomplishing this inclusion while also maintaining the strong cost and schedule control measures that are crucial for any successful project.

Financial and Support Services

In addition to the areas noted above, Garver personnel will also provide mentorship for both Iconic and Civil Innovations related to insurance planning, prompt payment, and other general topics related to building successful business practices. Our experience working with each of these firms has made it clear that they are excellent at providing engineering-related services; our mentorship will focus on the business management and process-related components (such as insurance, driver training, badging, etc.) that will be important for their ongoing relationships with DEN.

Partnership with DEN's Center of Equity and Excellence in Aviation

Garver is committed to partnering with community resource organization across our footprint to support historically underutilized business. In Denver, Garver has had the privileged of supporting DEN with the Center of Equity and Excellence in Aviation initiatives. Through support of both the DEN Academy and our work with DEN's Business Development Training Academy to develop the Concourse 300 curriculum, Garver is grateful at the opportunity to support DEN provide guidance and support to the next generation of local leaders and businesses in aviation.

Exhibit F

Diversity and Inclusiveness* in City
Solicitations Information Request Form

Submitted on	18 September 2025, 8:20am
Receipt number	7047
Related form version	6

|

Page 1/2

Business Email Address	cmbible@garverusa.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Infrastructure Design
Solicitation No. (If Applicable)	RFP No. 202580614
Name of Your Company	Garver, LLC
What Industry is Your Business?	Professional
Street Address	188 Inverness Drive W., Suite 500
City	Englewood
State	CO
ZIP Code	80112
Business Phone Number	720-744-4757
Business Facsimile Number	N/A

|

Page 2/2

1. How many employees does your company employ?	Over 100
1A. How many of your employees are full time?	1457
1B. How many of your employees are part time?	54
2. Do you have a Diversity and Inclusiveness Program?	No

Exhibit F

2.1. Employment and retention?

2.2. Procurement and supply chain activities? *

2.3. Customer Service?

3. Provide a detailed narrative of your company’s diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

5. How often do you provide training and diversity and inclusiveness principles?

5.1 What percentage of the total number of employees generally participate?

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include,for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

7. Do you have a diversity and inclusiveness committee?

8. Do you have a budget for diversity and inclusiveness efforts?

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Check Here if the Above Statement is True.

Name of Person Completing Form

Colin Bible

Today's Date

09/18/2025

NOTE: Attach additional sheets or documentation as necessary for a complete response.

25_GVR_AAP-EEO_for 2025-2026.pdf





Exhibit F

2025 - 2026



Affirmative Action Plan

Minorities and Women	2
Veterans and Disabilities	4
Implementation	6
Notice of Nondiscrimination	8
Equal Employment Opportunity Policy	8

Questions? Contact Julie Tromble, PHR, SHRM-CP
405.329.2555 | JATromble@GarverUSA.com

Garver is an affirmative action employer and does not discriminate on the basis of sex, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other protected status under federal or state law in programs, activities, hiring, promotion, training, compensation, and complies with all civil rights provisions.

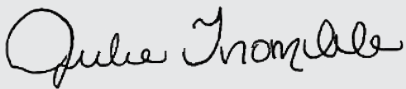
If you need assistance using our website to apply for a job, require disabilities accommodation, or are making an alleged discrimination complaint, please contact Human Resources at humanresources@garverusa.com or 501.376.3633.

Affirmative Action Plan for Minorities and Women

Garver

North Little Rock, Arkansas

July 1, 2025 – June 30, 2026



Julie Tromble

Affirmative Action Officer

Preface

Garver (also referred to as the Company) is fully committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment.

In the preparation of this AAP, the Company has used the terminology used in E.O. 11246 and its implementing regulations as a guide. Therefore, the use of such terms as “underutilization,” “deficiency,” “concentration,” “affected class,” “goal,” “problem area,” etc., should not be construed as an admission by the Company, in whole or in part, that any problem area exists or that either minorities or women have been or are presently being underutilized, concentrated, or discriminated against in any way by the Company in violation of federal, state, or local fair employment practice laws. Furthermore, nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened such federal, state, or local employment practice laws.

In developing and implementing the AAP, the Company has been guided by its established policy of providing equal employment opportunity. Any placement goals that the Company has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this AAP. The use of placement goals in this AAP is not intended, nor is the effect of such placement goals intended, to discriminate against an individual or group of individuals with respect to any employment opportunities for which he, she, or they are qualified on the grounds that he, she, or they are not the beneficiaries of affirmative action themselves. Nothing herein is intended to sanction the discriminatory treatment of any person. Indeed, all employment decisions at the Company are made based on job-related criteria. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 C.F.R. Part 1608).



While Garver firmly believes in wide dissemination of its affirmative action policies and equal employment opportunity practices, this AAP contains certain proprietary information relating to the Company's business that must be kept confidential. The detailed information provided in good faith as a part of the AAP contains specific information that, if disseminated, could be detrimental to the competitive and business interests of the Company. At a minimum, the complexity of this data is subject to misinterpretation and misuse, which again can be very harmful to business goals and objectives solely unrelated to the affirmative action and equal employment opportunity concept.

Therefore, even though the Company is justifiably proud of the progress and placement goals that are described in the following pages, this AAP and its support data are to be disclosed only to individuals, companies, and government agencies where such individuals or entities have a legitimate business interest or legal entitlement to the information. Garver specifically requests the following:

1. If this information is submitted to the Office of Federal Contract Compliance Programs (OFCCP) pursuant to the relevant Executive Order and regulations, it is to be considered confidential and not subject to disclosure without notifying Garver of the agency's decision to disclose and providing the Company with ample time to contest the disclosure.
2. If this information is supplied to another government contractor, EEOC representative, or any other person who is given access to the AAP, it is not to be copied, reproduced, or disclosed without prior notification to Garver.
3. No information contained in the AAP is to be copied, removed from the premises, or released to other individuals without prior notification to Garver.
4. All monitoring system reports as required

by federal regulations and laws have been completed. Reports that require specific data such as names of employees and salary information are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports and is available for review only as required by law.

The material set forth in this AAP is deemed to include personnel files, investigatory records, trade secrets, confidential operations information, confidential statistical data and other confidential commercial and financial data, within the meaning of the Freedom of Information Act (5 U.S.C. Section 552), Title VII of the Civil Rights Act of 1964 (as amended) (42 U.S.C. Sections 2000e et seq.), and the Trade Secrets Act (18 U.S.C. Section 1905, and 44 U.S.C. Section 3508), the disclosure of which is prohibited by law and would subject the individual making the disclosure to criminal and/or civil sanctions.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons. Nothing in this AAP provides any individual or group with a private right of action against Garver.

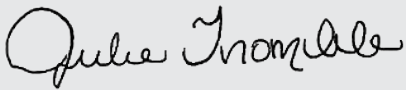
For more information about Garver, visit GarverUSA.com

Affirmative Action Plan for Veterans and Individuals with Disabilities

Garver

North Little Rock, Arkansas

July 1, 2025 – June 30, 2026



Julie Tromble

Affirmative Action Officer

Statement of Policy

41 C.F.R. 60741.44(a), 300.44(a)

Veterans and Persons with Disabilities

This employer is a government contractor subject to the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, which requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities and protected veterans. If you have a disability or are a protected veteran and would like to be considered under the affirmative action program, you may notify the People Services Team.

You may review the Affirmative Action Plan during normal business hours or by notifying our People Services Team.



Preface

Garver (also referred to as the Company) is committed to the concept and practice of equal opportunity and affirmative action. In the preparation of this Affirmative Action Plan (AAP), we have been guided by Section 503 of the Rehabilitation Act of 1973 (as amended) (29 U.S.C. Section 793) and its implementing OFCCP regulations (41 C.F.R. Part 60-741), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (as amended) (38 U.S.C. Sections 4211 and 4212) and its implementing OFCCP regulations (41 C.F.R. Part 60300). Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws.

In developing and implementing this AAP, Garver has been guided by its established policy of providing equal employment opportunity. Nothing herein is intended to sanction the discriminatory treatment of any person. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 C.F.R. Part 1608).

While the Company firmly believes in wide dissemination of its affirmative action policies and equal employment opportunity practices and makes this AAP available to employees and applicants upon request, the AAP remains a company proprietary document. Therefore, the following is requested:

1. If this information is submitted to the Office of Federal Contract Compliance Programs (OFCCP) pursuant to the relevant executive order and regulations, it is to be considered confidential and not subject to disclosure without notifying the Company of the agency's decision to disclose and providing the Company with ample time to contest the disclosure.
2. If this information is supplied to a government contractor, EEOC representative, or any other person who is given access to the AAP, it is not to be copied, reproduced, or disclosed without prior notification to the Company.
3. No information contained in the AAP is to be copied, removed from the premises, or released to other individuals without a prior notification to the Company.

All monitoring system reports as required by federal regulations and laws have been completed.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship that all Company employees have with the Company. Nothing in this AAP creates a private right of action on behalf of any individual or group against the Company.

For more information about Garver, visit [GarverUSA.com](https://www.garverusa.com)



Implementation

Affirmative Action

It is the policy of Garver not to discriminate or allow the harassment of employees or applicants on the basis of sex, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to hiring, promotion, training, transfer, compensation, job assignments, benefits and/or other terms, conditions, or privilege of employment.

DBE Program

Garver consistently teams with Disadvantaged Business Enterprise (DBE) firms in executing its contractual obligations on projects. Garver's project managers identify and invite the participation of qualified disadvantaged business enterprises when professional services are required or beneficial. More importantly, the firm has developed long-standing relationships with qualified DBE firms that will prove to enhance each project. Garver is committed to meeting or exceeding DBE goals on every project.

E-Verify

Garver employs U.S citizens and authorized alien workers, exclusively. All new hires are required to complete the federal form I-9 and provide proof of U.S citizenship or proof of authorization to work in the U.S.

Garver utilizes E-Verify to validate the employment eligibility of all new hires. E-Verify is a web-based system that compares information from an employee's I-9 to the data maintained by the Department of Homeland Security and the Social Security Administration.



Garver's Affirmative Action Program Implementation

1. Garver annually prepares a written Affirmative Action Plan for the period of July 1 through June 30. The purpose of the plan is to analyze recruiting/hiring activities to determine if placement goals exist and to review any adverse impact or compensation concerns.
2. All facilities and activities at Garver are and will continue to be nonsegregated except that restrooms are segregated according to gender.
3. Affirmative Action Plan results will be communicated to supervisors and managers, via EEO/Affirmative Action training.
4. Garver has in place a clearly defined employee records retention/destruction policy.
5. Garver maintains all required Federal and State labor postings.

Hiring and Recruiting Process

Garver is committed to hiring the best-qualified applicants for our available positions. All hiring decisions are based on the individual who meets the minimum qualifications for a given position. Through our online application system, Garver requests self-identification of applicants for race, ethnicity, and gender as a part of the application process.

When third-party companies are utilized to help Garver find talent, we inform them that we are an Affirmative Action employer and that they must follow the same standards.

Garver seeks to offer equal employment opportunity in accordance with our Affirmative Action Plan.

Garver's recruitment activities include the following:

- Participate in college career fairs
- Participate in information sessions/lunches on college campuses
- Maintain communication with college career centers and the college of engineering's employee relations contact
- Post positions on the intranet
- Encourage staff referrals
- Encourage staff to share our openings within their professional organizations such as ASPE or NSPE and posting to their websites
- Utilize social media outlets to disseminate new opportunities – LinkedIn, Facebook, Twitter, and the Garver blog
- Post jobs online through State Workforce Departments and local Chambers of Commerce
- Use Craigslist to market to candidates with disabilities
- Provide internships for college students
- Participate with local intermediary schools to provide a real work preview of engineering to high school students

For more information about Garver, visit GarverUSA.com

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Exhibit F

Notice of Nondiscrimination

Garver complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, Garver does not discriminate on the basis of race, religion, gender, age, disability, color, creed, national origin, genetic information, veteran's status, or any other protected status, in the admission, access to and treatment in Garver's programs and activities, as well as, Garver's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding Garver's nondiscrimination policies may be directed to:

Julie Tromble, PHR, SHRM-CP

750 SW 24th Street, Suite 200 | Moore, OK 73160
405.329.2555 (Voice/TTY 711)
JATromble@GarverUSA.com

This notice is available in large print, audio, and braille formats.

Equal Employment Opportunity Policy

Garver provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, or other protected classifications in accordance with federal, state, or local laws. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Applicants and employees will not be subjected to harassment, intimidation, or any type of retaliation because they have:

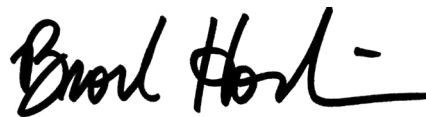
- Filed a complaint;
- Assisted or participated in an investigation, compliance review, or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity;
- Opposed any act or practice made unlawful by any federal, state, or local law requiring equal opportunity; or
- Exercised any other legal right protected by federal, state, or local law requiring equal opportunity.

Affirmative Action Plan

Garver will maintain an affirmative action plan that will be updated annually. All principals in the company may be provided with a copy of this plan.

Affirmative Action Officer

One individual of the company will be designated the affirmative action officer (AAO). It will be the responsibility of the AAO to write the affirmative action plan and assure compliance to the best of her ability.



Brock Hoskins
President and CEO

Exhibit F
DEN Conflict Question Submission Form

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

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

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

Colin Bible, PE - Garver, LLC - Vice President

September 18, 2025

E-mail address

Telephone Number

CMBible@GarverUSA.com

720-744-4757

II. Requesting Consultant / Contractor Information

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

☒ Yes - outside entity

☐ No - internal

Exhibit F

III. Conflict Question

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

Describe the potential conflict question or concern.

Garver does not believe it has any potential conflicts of interest with this contract. However, in accordance with Section III-25 of the RFP, we are disclosing our past, current, and anticipated contracts at DEN.

Past Projects:

- Contract No. 202055827 - DEN Taxiway EE Design Services: Garver provided project management support for design oversight and construction of the Taxiway EE project. Garver served as a prime Consultant. This project has completed the closeout phase and Garver's services under this contract were limited to this individual project.

Current Projects:

- Tenant Project ual_2310 - DEN Concourse B eGSE Posi-Charger Installation: Garver is providing design and construction administration services for a DEN Tenant, United Airlines. The scope includes the installation of eGSE posi-chargers and associated electrical infrastructure at United's Concourse B gates. Garver is serving as the prime design consultant.
- Tenant Project ual_2404 - Concourse B Regional Gate Reconfiguration: Garver is providing design and construction phase services for a DEN Tenant, United Airlines. The scope includes the reconfiguration of United's regional gates on the Concourse B East South Finger and associated civil, electrical, and architectural design necessary. Garver is serving as the prime design consultant.

Anticipated Projects:

- RFP No. 202578570 - DEN Concourse C West Program Management Services: Garver has been notified of selection and will support DEN with the programming and delivery of the C-West expansion. Garver will serve as a subconsultant under this project.

Exhibit F

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

IV. DEN Stakeholders

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

DEN Design, Engineering, and Construction

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

In order to maintain transparency, Garver has disclosed our past, current, and anticipated contracts in our previous responses to RFPs. No conflicts have been identified.

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

N/A

Exhibit F

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

N/A

V. Timeline Constraints

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued? April 2026

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

This DEN Conflict Submission Form is being submitted with Garver's response to RFP No. 202580614 - DEN On-Call Infrastructure Design, which is due on September 18, 2025. According to the RFP Section I: City, Airport, and Project Overview, work under this contract is anticipated to start on or about April 2026.

Exhibit F

VI. DEN Decision

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

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

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

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

Exhibit F

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

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

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

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

VII. Comments / Conditions

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

City and County of Denver
Denver International Airport

Proposer: Garver, LLC Date: 9/18/2025

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

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

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

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: Addendum 1 (08/25/2025), Addendum 2 (9/11/2025), Addendum 3 (9/12/25)

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: Colin Bible

Type or print name: Colin Bible, PE

Proposer's Business Address: 188 Inverness Drive W. Suite 500 Englewood, CO 80112

E-mail address: CMBible@GarverUSA.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Garver, LLCProposer Address: 188 Inverness Drive W. Suite 500 Englewood, CO 80112Phone: 720-744-4757 Fax N/AEmail: CMBible@GarverUSA.comFederal Identification Number: 01-0733400Principal in Charge (Name & Title): Frank McIlwain, PE | Senior Vice President/Director of AviationProject Manager for this RFP (Name & Title): Colin Bible, PE | Vice President/Aviation Region LeaderEqual Employment Opportunity Officer: Julie Tromble, PHR, SHRM-CP

Name(s) of Professional and Public Liability Insurance Carrier(s):

General Liability: Phoenix Insurance Company (A++XV)Professional Liability: Starr Surplus Lines Insurance Company (A XV)**Parent Company Information
(If Applicable)**Name of Company: N/AAddress: N/APhone: N/A Fax: N/AContact Person: N/A

- ☐ Sole Proprietorship
- ☒ Partnership
- ☐ Corporation

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: N/A

- ☐ YES
- ☒ NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

Certificate of Fact of Good Standing, Office of the Secretary of State of the State of Colorado

September 15, 2025 (Entity ID No. 20171218008)

Exhibit F
RESOLUTION ADOPTED
BY THE MANAGEMENT COMMITTEE OF
GARVER, LLC.

The Management Committee of Garver, LLC, hereby certify that, as duly elected and qualified officers of said firm, the following resolution was adopted at a specially called meeting held on the 15th day of August 2025, and that said Resolution is now in full force and effect:

NOW, THEREFORE, IT IS RESOLVED, that:

Brock E. Hoskins, Chair, President, Chief Executive Officer
Michael J. Graves, Executive Vice President, Chief Operating Officer
Jerry D. Holder, Jr., Senior Vice President, Treasurer
Frank O. McIlwain, Senior Vice President
Brent S. Schniers, Senior Vice President
Jeffrey L. Sober, Senior Vice President
Wm. Earl Mott, Jr., Senior Vice President
Kurtis L. John, Senior Vice President, Secretary, General Counsel
Matthew J. Gross, Vice President, Chief Information Officer
Kyle M. Lawson, Vice President, Chief Financial Officer
John C. Shaw, Vice President, Chief Human Resource Officer
Laura E. Nick, Vice President, Chief Communications Officer

Gregory A. Archer, Director of Architecture

Colin M. Bible, Vice President

John F. Cantabery, Vice President
Josh B. Crawford, Vice President
John C. Cutright, Vice President
Jason C. Langhammer, Vice President
Mary E. Mach, Vice President
R. Blake Martin, Vice President
Mitchell R. McAnally, Vice President
Shannon D. McGarrah, Vice President
Randall G. McIntyre, Vice President
Todd E. Mueller, Vice President
Daniel N. Olson, Vice President
Ronald S. Petrie, Vice President
J. Andy Pruitt, Vice President
Blake W. Roberson, Vice President
John H. Ruddell, Vice President
Brian S. Shannon, Vice President
Aimee R. Schroller, Vice President
Patrick R. Sisemore, Vice President
S. Shane Smith, Vice President
Wallace C. Smith, Vice President
Keith D. Tencleve, Innovation & Business Support Director
Nicci D. Tiner
Wendy G. Travis, Vice President
John T. Watkins, III, Vice President
Adam T. White, Vice President
Dakota G. Zimmerman, Vice President

Nick J. Altobelli, Senior Project Manager
Amanda J. Anderson, Senior Project Manager
T. Wayne Black, Senior Project Manager
Bradley S. Bradshaw, Senior Project Manager
James B. Cabiness, Senior Project Manager
R. Wesley Cardwell, Business Team Leader
John W. Carrigan, Business Line Leader
Brian S. Chong, Water Design Center Manager
Robert J. Cook, Government Relations Director
Ernesto A. Flores, Water Design Center Manager
Christopher D. Gatling, Water Design Center Manager
Lance P. Klement, Senior Project Manager
Scott C. Leach, Senior Project Manager
Craig G. Leone, Project Manager
Jerry T. Martin, Business Line Leader
Zachary T. Moore, Project Manager
Ryan G. Patton, Senior Project Manager
Nathaniel R. Polsgrove, Planning Director
Justin A. Rackley, Senior Project Manager
Adam P. Roberson, Senior Project Manager
Jenny E. Sallee, Senior Project Manager
Matthew J. Serynek, Business Line Leader
Michael L. Spayd, Senior Project Manager
Gregory T. Swoboda, Senior Project Manager
R. Lawren Wilcox, Senior Project Manager
Michael J. Winterscheidt, Senior Project Manager
Kirsten J. McCullough, Senior Project Manager

are authorized and empowered to execute proposals and contracts on behalf of Garver, LLC.

In witness hereto, we have subscribed by name as officers of Garver, LLC, and have caused the seal of the Limited Liability Company to be affixed this 15th day of August 2025.



A handwritten signature in blue ink, appearing to read "Brock Hoskins".

Brock Hoskins, Chair and President

A handwritten signature in blue ink, appearing to read "Kurtis L. John".

Kurtis L. John, Sr. Vice President, Secretary
and General Counsel



Proposed Changes to the Sample Agreement

List of proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2.

Garver has reviewed the Sample Agreement provided under Attachment 4 of the RFP and takes no exceptions to the terms and conditions therein.

Exhibit F

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Garver, LLC

is an entity formed or registered under the law of Arkansas, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20171218008.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/10/2025 that have been posted, and by documents delivered to this office
electronically through 09/15/2025 @ 19:34:06.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/15/2025 @ 19:34:06 in accordance with applicable law.
This certificate is assigned Confirmation Number 17688565.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

References**(Provide three professional references below)**

1. Company Name: Dallas Fort Worth International Airport
Contact: Vasile Marincasiu, Senior Project Manager
Project Title: On-Call Design and Design Management
Email: VMarincasiu@dfwairport.com
Phone Number: 972-973-1894

2. Company Name: Nashville International Airport
Contact: Traci Holton, PE, Vice President, BNA New Horizons
Project Title: On-Call Engineering Services
Email: traci.holton@flynashville.com
Phone Number: 615-275-4139

3. Company Name: Greater Orlando Aviation Authority
Contact: Robert Furr, Vice President, Engineering & Architecture
Project Title: On-Call Architecture & Engineering Services
Email: Robert.Furr@goaa.org
Phone Number: 407-825-4058

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 Colin Bible Title Project Manager / Vice President

Print Name Colin Bible, PE

Date 9/18/2025

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that Garver, LLC (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 Colin Bible Title Project Manager / Vice President

Print Name Colin Bible, PE

Date 9/18/2025

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

See attached page for additional information.

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.

Garver, LLC, similar to most companies, periodically engages in formal dispute resolution through the ordinary course of its business. The results of such dispute resolution, including litigation, are often subject to confidentiality provisions. Garver has not had any administrative proceedings involving a civil claim in the past five (5) years that would have a material impact on the company's financial standing and/or performance on this project. If specific information involving any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at 479-287-4678.

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.

Garver, LLC has not filed for protection with 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.

Garver, LLC, its key principals, or key employees presently or in the past, are not and have not been involved in any debarment or suspension proceedings which prohibit or limit them from bidding or entering into a contract with any federal, state or local government entity.

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.

Garver, LLC, its principals or key employees have not been convicted of any crime related to 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, nor have been convicted of any other felony in any jurisdiction within the last five (5) years. If additional information is needed, please contact Garver's General Counsel, Kurtis John, at (479) 287-4678.

E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number.

Englewood, CO: 08-132-0609

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.

Garver is not a publicly held company.



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 21% % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): Garver, LLC

Firm's Representative: Colin Bible, PE

Title: Project Manager / Vice President

Signature (Firm's Representative): Colin Bible Date: 9/18/2025

Address: 188 Inverness Drive W. Suite 500

City: Englewood

State: CO

Zip: 80112

Phone: 720-744-4757

Email: CMBible@GarverUSA.com



DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm): Garver, LLC

Firm's Representative: Colin Bible, PE

Title: Project Manager / Vice President

Signature (Firm's Representative): *Colin Bible*

Date: 9/18/2025

Address: 188 Inverness Drive W. Suite 500

City: Englewood

State: CO

Zip: 80112

Phone: 720-744-4757

Email: CMBible@GarverUSA.com



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name: Garver, LLC

Project/Contract Name and Number: RFP No. 202580614 - DEN On-Call Infrastructure Design

DSBO Version 1: 3/4/2025

Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999



GARVER, LLC - 202582713-00



Exhibit F

Utilization Strategies	• Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. Please provide concrete examples. • Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization. For reference, please refer to CCD Certified Small Business Database. Small Business Certification and Contract Management System Denver Office of Economic Development Response: Garver’s strategy is to engage MWBE firms across each major scope of work anticipated under this contract. This allows us to leverage specialized capabilities while creating meaningful opportunities for our partners to contribute value to both Garver and DEN. Our selected MWBE firms include both new and experienced partners at DEN, each chosen for their expertise and potential for long-term growth. Aeris Engineering, a newly established firm led by seasoned airfield engineers, will support design efforts in pavement geometry, drainage, and civil grading. Garver’s prior collaboration with Aeris leadership ensures a strong foundation for expanding their portfolio at DEN. Civil Innovations is currently participating in the Garver Partners Program, receiving mentorship in operations, marketing, and technical development. They will contribute to quality management, pavement assessment, and maintenance of traffic. To support their growth, Garver will mentor Civil Innovations in engineering design and quality control, with staff co-locating in Garver’s office to foster collaboration and identify hands-on learning opportunities. HCL Engineering and Surveying will lead surveying and subsurface utility engineering (SUE) efforts, while also supporting water and sewer utility design. This contract strengthens our ongoing mentorship and highlights HCL’s institutional knowledge at DEN. Iconic Consulting Group has worked with Garver on 54 projects across nine airports. This will be their first professional engagement at DEN, where they will support quality management and design of airfield pavement markings, roadway geometry, and erosion control. Iconic staff will co-locate in Garver’s Denver office, allowing for in-person collaboration and networking with other local MWBE firms. PK Electrical will provide electrical engineering for airside, landside, and low-voltage systems. Garver’s nationally recognized electrical team will mentor PK’s Denver-based staff on airfield electrical systems and NAVAIDs, helping them build experience and pursue future work at DEN. Yeh and Associates will provide geotechnical engineering services. With experience on 14 airport contracts in five years, Yeh brings valuable expertise to support task orders under this contract. Together, these partnerships reflect Garver’s commitment to inclusive growth, technical excellence, and meaningful MWBE participation across all scopes of work.



Exhibit F

Standard Procedure for Bid Packages	Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project. Response: Policies and Procedures to Remove Barriers and Improve Access for MWBE Partners Garver’s procurement process begins months in advance of our statement of qualifications with outreach to potential partners, including firms that are new to working with Garver and firms with which we have long, established relationships. Garver’s procurement process is comprehensive and transparent, engaging interest from firms through various avenues including outreach events, previous firm experience, and client and industry connections. Our management team meets with and reviews each firm’s technical experience, capacity, and location for alignment with the project needs and selects the firm best suited to meet the project objectives. Garver also commits to meeting with firms that are not selected to provide feedback and guidance and to discuss future partnership opportunities with our team. Incorporating MWBE Program Requirements in Subcontracts If Garver is selected, we will develop subcontract templates that incorporate the required prime contract flowdown language. As we did on the DEN Taxiway EE project, Garver will engage DSBO to review contract templates for approval of all required flowdown language before the subcontracts are issued to our partners. Additionally, we will communicate with our MWBE partners throughout the contracting process about when we expect to receive a Notice to Proceed, so they know when their resources are needed and can plan accordingly. Task Order Scheduling The nature of on-call contracts means that tasks cannot always be predicted or easily scheduled. However, Project Manager Colin Bible, PE, will meet regularly with DEN staff to discuss potential task orders and will proactively communicate this information to our partners during weekly coordination meetings. This will help to keep every firm on the Garver Team informed of the task orders we anticipate and enable our partners to maintain staff capacity for new assignments under the contract.



Exhibit F

Technical Assistance

- Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response:

Garver is committed to creating an environment that sets our MWBE partners up for success. We have already begun this process by aligning the proposed scopes of work for the project with our MWBE partners' existing services and mentorship opportunities to provide meaningful work for each firm. Upon selection, we will continue this effort by offering specific mentorship assistance and guidance to contribute to their success and growth for work at DEN and other comparable clients in the future.

Technical Services

For this contract, we have aligned with technical experts who we believe add value to the team for the specific components anticipated for this project. In turn, Garver commits to providing value to our MWBE partners by including them fully in the overall project management process to help them see the bigger picture, contextualize their portion, and make new connections within DEN's organization. We commit to accomplishing this inclusion while also maintaining the strong cost and schedule control measures that are crucial for any successful project.

Financial and Support Services

In addition to the areas noted above, Garver personnel will also provide mentorship for both Iconic and Civil Innovations related to insurance planning, prompt payment, and other general topics related to building successful business practices. Our experience working with each of these firms has made it clear that they are excellent at providing engineering-related services; our mentorship will focus on the business management and process-related components (such as insurance, driver training, badging, etc.) that will be important for their ongoing relationships with DEN.

Partnership with DEN's Center of Equity and Excellence in Aviation

Garver is committed to partnering with community resource organization across our footprint to support historically underutilized business. In Denver, Garver has had the privileged of supporting DEN with the Center of Equity and Excellence in Aviation initiatives. Through support of both the DEN Academy and our work with DEN's Business Development Training Academy to develop the Concourse 300 curriculum, Garver is grateful at the opportunity to support DEN provide guidance and support to the next generation of local leaders and businesses in aviation.

Exhibit F

Diversity and Inclusiveness* in City
Solicitations Information Request Form

Submitted on	18 September 2025, 8:20am
Receipt number	7047
Related form version	6

|

Page 1/2

Business Email Address	cmbible@garverusa.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Infrastructure Design
Solicitation No. (If Applicable)	RFP No. 202580614
Name of Your Company	Garver, LLC
What Industry is Your Business?	Professional
Street Address	188 Inverness Drive W., Suite 500
City	Englewood
State	CO
ZIP Code	80112
Business Phone Number	720-744-4757
Business Facsimile Number	N/A

|

Page 2/2

1. How many employees does your company employ?	Over 100
1A. How many of your employees are full time?	1457
1B. How many of your employees are part time?	54
2. Do you have a Diversity and Inclusiveness Program?	No

Exhibit F

2.1. Employment and retention?

2.2. Procurement and supply chain activities? *

2.3. Customer Service?

3. Provide a detailed narrative of your company’s diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

5. How often do you provide training and diversity and inclusiveness principles?

5.1 What percentage of the total number of employees generally participate?

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include,for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

7. Do you have a diversity and inclusiveness committee?

8. Do you have a budget for diversity and inclusiveness efforts?

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Check Here if the Above Statement is True.

Name of Person Completing Form

Colin Bible

Today's Date

09/18/2025

NOTE: Attach additional sheets or documentation as necessary for a complete response.

25_GVR_AAP-EEO_for 2025-2026.pdf





Exhibit F

2025 - 2026



Affirmative Action Plan

Minorities and Women	2
Veterans and Disabilities	4
Implementation	6
Notice of Nondiscrimination	8
Equal Employment Opportunity Policy	8

Questions? Contact Julie Tromble, PHR, SHRM-CP
405.329.2555 | JATromble@GarverUSA.com

Garver is an affirmative action employer and does not discriminate on the basis of sex, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other protected status under federal or state law in programs, activities, hiring, promotion, training, compensation, and complies with all civil rights provisions.

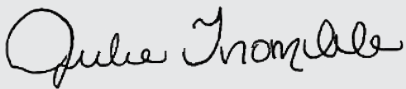
If you need assistance using our website to apply for a job, require disabilities accommodation, or are making an alleged discrimination complaint, please contact Human Resources at humanresources@garverusa.com or 501.376.3633.

Affirmative Action Plan for Minorities and Women

Garver

North Little Rock, Arkansas

July 1, 2025 – June 30, 2026



Julie Tromble

Affirmative Action Officer

Preface

Garver (also referred to as the Company) is fully committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment.

In the preparation of this AAP, the Company has used the terminology used in E.O. 11246 and its implementing regulations as a guide. Therefore, the use of such terms as “underutilization,” “deficiency,” “concentration,” “affected class,” “goal,” “problem area,” etc., should not be construed as an admission by the Company, in whole or in part, that any problem area exists or that either minorities or women have been or are presently being underutilized, concentrated, or discriminated against in any way by the Company in violation of federal, state, or local fair employment practice laws. Furthermore, nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened such federal, state, or local employment practice laws.

In developing and implementing the AAP, the Company has been guided by its established policy of providing equal employment opportunity. Any placement goals that the Company has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this AAP. The use of placement goals in this AAP is not intended, nor is the effect of such placement goals intended, to discriminate against an individual or group of individuals with respect to any employment opportunities for which he, she, or they are qualified on the grounds that he, she, or they are not the beneficiaries of affirmative action themselves. Nothing herein is intended to sanction the discriminatory treatment of any person. Indeed, all employment decisions at the Company are made based on job-related criteria. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 C.F.R. Part 1608).



While Garver firmly believes in wide dissemination of its affirmative action policies and equal employment opportunity practices, this AAP contains certain proprietary information relating to the Company's business that must be kept confidential. The detailed information provided in good faith as a part of the AAP contains specific information that, if disseminated, could be detrimental to the competitive and business interests of the Company. At a minimum, the complexity of this data is subject to misinterpretation and misuse, which again can be very harmful to business goals and objectives solely unrelated to the affirmative action and equal employment opportunity concept.

Therefore, even though the Company is justifiably proud of the progress and placement goals that are described in the following pages, this AAP and its support data are to be disclosed only to individuals, companies, and government agencies where such individuals or entities have a legitimate business interest or legal entitlement to the information. Garver specifically requests the following:

1. If this information is submitted to the Office of Federal Contract Compliance Programs (OFCCP) pursuant to the relevant Executive Order and regulations, it is to be considered confidential and not subject to disclosure without notifying Garver of the agency's decision to disclose and providing the Company with ample time to contest the disclosure.
2. If this information is supplied to another government contractor, EEOC representative, or any other person who is given access to the AAP, it is not to be copied, reproduced, or disclosed without prior notification to Garver.
3. No information contained in the AAP is to be copied, removed from the premises, or released to other individuals without prior notification to Garver.
4. All monitoring system reports as required

by federal regulations and laws have been completed. Reports that require specific data such as names of employees and salary information are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports and is available for review only as required by law.

The material set forth in this AAP is deemed to include personnel files, investigatory records, trade secrets, confidential operations information, confidential statistical data and other confidential commercial and financial data, within the meaning of the Freedom of Information Act (5 U.S.C. Section 552), Title VII of the Civil Rights Act of 1964 (as amended) (42 U.S.C. Sections 2000e et seq.), and the Trade Secrets Act (18 U.S.C. Section 1905, and 44 U.S.C. Section 3508), the disclosure of which is prohibited by law and would subject the individual making the disclosure to criminal and/or civil sanctions.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons. Nothing in this AAP provides any individual or group with a private right of action against Garver.

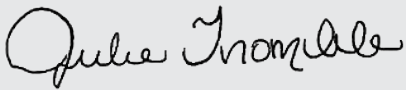
For more information about Garver, visit GarverUSA.com

Affirmative Action Plan for Veterans and Individuals with Disabilities

Garver

North Little Rock, Arkansas

July 1, 2025 – June 30, 2026



Julie Tromble

Affirmative Action Officer

Statement of Policy

41 C.F.R. 60741.44(a), 300.44(a)

Veterans and Persons with Disabilities

This employer is a government contractor subject to the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, which requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities and protected veterans. If you have a disability or are a protected veteran and would like to be considered under the affirmative action program, you may notify the People Services Team.

You may review the Affirmative Action Plan during normal business hours or by notifying our People Services Team.



Preface

Garver (also referred to as the Company) is committed to the concept and practice of equal opportunity and affirmative action. In the preparation of this Affirmative Action Plan (AAP), we have been guided by Section 503 of the Rehabilitation Act of 1973 (as amended) (29 U.S.C. Section 793) and its implementing OFCCP regulations (41 C.F.R. Part 60-741), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (as amended) (38 U.S.C. Sections 4211 and 4212) and its implementing OFCCP regulations (41 C.F.R. Part 60300). Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws.

In developing and implementing this AAP, Garver has been guided by its established policy of providing equal employment opportunity. Nothing herein is intended to sanction the discriminatory treatment of any person. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 C.F.R. Part 1608).

While the Company firmly believes in wide dissemination of its affirmative action policies and equal employment opportunity practices and makes this AAP available to employees and applicants upon request, the AAP remains a company proprietary document. Therefore, the following is requested:

1. If this information is submitted to the Office of Federal Contract Compliance Programs (OFCCP) pursuant to the relevant executive order and regulations, it is to be considered confidential and not subject to disclosure without notifying the Company of the agency's decision to disclose and providing the Company with ample time to contest the disclosure.
2. If this information is supplied to a government contractor, EEOC representative, or any other person who is given access to the AAP, it is not to be copied, reproduced, or disclosed without prior notification to the Company.
3. No information contained in the AAP is to be copied, removed from the premises, or released to other individuals without a prior notification to the Company.

All monitoring system reports as required by federal regulations and laws have been completed.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship that all Company employees have with the Company. Nothing in this AAP creates a private right of action on behalf of any individual or group against the Company.

For more information about Garver, visit [GarverUSA.com](https://www.garverusa.com)



Implementation

Affirmative Action

It is the policy of Garver not to discriminate or allow the harassment of employees or applicants on the basis of sex, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to hiring, promotion, training, transfer, compensation, job assignments, benefits and/or other terms, conditions, or privilege of employment.

DBE Program

Garver consistently teams with Disadvantaged Business Enterprise (DBE) firms in executing its contractual obligations on projects. Garver's project managers identify and invite the participation of qualified disadvantaged business enterprises when professional services are required or beneficial. More importantly, the firm has developed long-standing relationships with qualified DBE firms that will prove to enhance each project. Garver is committed to meeting or exceeding DBE goals on every project.

E-Verify

Garver employs U.S citizens and authorized alien workers, exclusively. All new hires are required to complete the federal form I-9 and provide proof of U.S citizenship or proof of authorization to work in the U.S.

Garver utilizes E-Verify to validate the employment eligibility of all new hires. E-Verify is a web-based system that compares information from an employee's I-9 to the data maintained by the Department of Homeland Security and the Social Security Administration.



Garver's Affirmative Action Program Implementation

1. Garver annually prepares a written Affirmative Action Plan for the period of July 1 through June 30. The purpose of the plan is to analyze recruiting/hiring activities to determine if placement goals exist and to review any adverse impact or compensation concerns.
2. All facilities and activities at Garver are and will continue to be nonsegregated except that restrooms are segregated according to gender.
3. Affirmative Action Plan results will be communicated to supervisors and managers, via EEO/Affirmative Action training.
4. Garver has in place a clearly defined employee records retention/destruction policy.
5. Garver maintains all required Federal and State labor postings.

Hiring and Recruiting Process

Garver is committed to hiring the best-qualified applicants for our available positions. All hiring decisions are based on the individual who meets the minimum qualifications for a given position. Through our online application system, Garver requests self-identification of applicants for race, ethnicity, and gender as a part of the application process.

When third-party companies are utilized to help Garver find talent, we inform them that we are an Affirmative Action employer and that they must follow the same standards.

Garver seeks to offer equal employment opportunity in accordance with our Affirmative Action Plan.

Garver's recruitment activities include the following:

- Participate in college career fairs
- Participate in information sessions/lunches on college campuses
- Maintain communication with college career centers and the college of engineering's employee relations contact
- Post positions on the intranet
- Encourage staff referrals
- Encourage staff to share our openings within their professional organizations such as ASPE or NSPE and posting to their websites
- Utilize social media outlets to disseminate new opportunities – LinkedIn, Facebook, Twitter, and the Garver blog
- Post jobs online through State Workforce Departments and local Chambers of Commerce
- Use Craigslist to market to candidates with disabilities
- Provide internships for college students
- Participate with local intermediary schools to provide a real work preview of engineering to high school students

For more information about Garver, visit GarverUSA.com

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Exhibit F

Notice of Nondiscrimination

Garver complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, Garver does not discriminate on the basis of race, religion, gender, age, disability, color, creed, national origin, genetic information, veteran's status, or any other protected status, in the admission, access to and treatment in Garver's programs and activities, as well as, Garver's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding Garver's nondiscrimination policies may be directed to:

Julie Tromble, PHR, SHRM-CP

750 SW 24th Street, Suite 200 | Moore, OK 73160
405.329.2555 (Voice/TTY 711)
JATromble@GarverUSA.com

This notice is available in large print, audio, and braille formats.

Equal Employment Opportunity Policy

Garver provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, or other protected classifications in accordance with federal, state, or local laws. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Applicants and employees will not be subjected to harassment, intimidation, or any type of retaliation because they have:

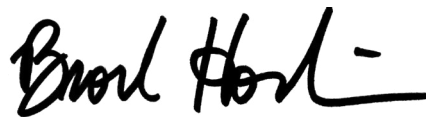
- Filed a complaint;
- Assisted or participated in an investigation, compliance review, or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity;
- Opposed any act or practice made unlawful by any federal, state, or local law requiring equal opportunity; or
- Exercised any other legal right protected by federal, state, or local law requiring equal opportunity.

Affirmative Action Plan

Garver will maintain an affirmative action plan that will be updated annually. All principals in the company may be provided with a copy of this plan.

Affirmative Action Officer

One individual of the company will be designated the affirmative action officer (AAO). It will be the responsibility of the AAO to write the affirmative action plan and assure compliance to the best of her ability.



Brock Hoskins
President and CEO

Exhibit F
DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

Colin Bible, PE - Garver, LLC - Vice President

September 18, 2025

E-mail address

Telephone Number

CMBible@GarverUSA.com

720-744-4757

II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

☒ Yes - outside entity

☐ No - internal

Exhibit F

III. Conflict Question

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

Garver does not believe it has any potential conflicts of interest with this contract. However, in accordance with Section III-25 of the RFP, we are disclosing our past, current, and anticipated contracts at DEN.

Past Projects:

- Contract No. 202055827 - DEN Taxiway EE Design Services: Garver provided project management support for design oversight and construction of the Taxiway EE project. Garver served as a prime Consultant. This project has completed the closeout phase and Garver's services under this contract were limited to this individual project.

Current Projects:

- Tenant Project ual_2310 - DEN Concourse B eGSE Posi-Charger Installation: Garver is providing design and construction administration services for a DEN Tenant, United Airlines. The scope includes the installation of eGSE posi-chargers and associated electrical infrastructure at United's Concourse B gates. Garver is serving as the prime design consultant.
- Tenant Project ual_2404 - Concourse B Regional Gate Reconfiguration: Garver is providing design and construction phase services for a DEN Tenant, United Airlines. The scope includes the reconfiguration of United's regional gates on the Concourse B East South Finger and associated civil, electrical, and architectural design necessary. Garver is serving as the prime design consultant.

Anticipated Projects:

- RFP No. 202578570 - DEN Concourse C West Program Management Services: Garver has been notified of selection and will support DEN with the programming and delivery of the C-West expansion. Garver will serve as a subconsultant under this project.

Exhibit F

Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

IV. DEN Stakeholders

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

DEN Design, Engineering, and Construction

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

In order to maintain transparency, Garver has disclosed our past, current, and anticipated contracts in our previous responses to RFPs. No conflicts have been identified.

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

N/A

Exhibit F

List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

N/A

V. Timeline Constraints

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued? April 2026

If yes, briefly describe the timing issue and any specific dates and potential impacts.

This DEN Conflict Submission Form is being submitted with Garver's response to RFP No. 202580614 - DEN On-Call Infrastructure Design, which is due on September 18, 2025. According to the RFP Section I: City, Airport, and Project Overview, work under this contract is anticipated to start on or about April 2026.

Exhibit F

VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Exhibit F

Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

- ☐ Not applicable
- ☐ Yes - a conflict exists
- ☐ No - based on information provided no conflict anticipated
- ☐ DEN cannot to make a determination at this time

VII. Comments / Conditions